

AGENDA

Thursday, May 4, 2017 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2017-38

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION *(Following are items of interest to the citizens of the County)*

1. Proclaiming the Week of May 7, 2017 as Clean & Plentiful Drinking Water Week in Clackamas County (Greg Geist, Water Environment Services & Richard Swift, Health, Housing & Human Services)
2. Presentation for Mental Health Awareness in Clackamas County (Richard Swift, Health, Housing & Human Services)

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. PUBLIC HEARINGS *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Second Reading of 3 Ordinances for Proposed Amendments to the Clackamas County Code (Stephen Madkour, County Counsel)
 - 1) **Ordinance No. 03-2017** Amendments to Title 3, Elections.
 - 2) **Ordinance No. 04-2017** Amendments to Chapter 6.06, Park Rules and Declaring an emergency.
 - 3) **Ordinance No. 05-2017** Amendments to Chapter 8.02, Transient Room Tax and Declaring an emergency.
2. Board Order No. _____ Approving the Americans with Disabilities Act Transition Plan for Public Rights-of-Way (Steve Williams, Dept. of Transportation & Development)

IV. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval of Intergovernmental Agreement with Tri-County Metropolitan Transportation District of Oregon (TriMet) for Oregon Department of Transportation Special Transportation Formula Discretionary Funds for Services for Clackamas County Seniors and People with Disabilities – *Social Services*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

C. Public & Government Affairs

1. Board Order No. _____ Approving an Extension of the Cable Television Franchise with Canby Telephone Association (dba Canby Telcom)

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html



Gregory L. Geist
Director

May 4, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Proclaiming the Week of May 7, 2017 as Clean & Plentiful
Drinking Water in Clackamas County

Purpose/Outcomes	Drinking Water Week is a national awareness campaign put on by the American Water Works Association for public water system operators. A coalition of local water providers are participating in Drinking Water Week and have asked the Board of County Commissioners to adopt a proclamation recognizing the importance of clean and plentiful drinking water in our community..
Dollar Amount and Fiscal Impact	No dollar amount or fiscal impact
Funding Source	N/A
Duration	May 7 - 13, 2017
Previous Board Action/Review	None
Strategic Plan Alignment	Clackamas County has a strategic priority to honor, utilize, promote and invest in our natural resources.
Contact Person	Ron Wierenga, WES Surface Water Manager, 503-742-4581

BACKGROUND:

For more than 35 years, the American Water Works Association and its members have celebrated Drinking Water Week – a unique opportunity for both water professionals and the communities they serve to join together in recognizing the vital role water plays in our daily lives.

At their April 5, 2017 meeting, the Clackamas River Water Providers Board requested the Board of Clackamas County Commissioners approve a proclamation declaring May 7-13, 2017 Clean & Plentiful Drinking Water Week in Clackamas County.

While the County is not a drinking water provider, Clackamas County Departments provide critical services that protect both public and private drinking water supplies through wastewater and stormwater utility management, watershed management, hazardous materials and solid waste disposal, spill prevention and response, septic and onsite wastewater programs, and private well testing.

The following are examples of services that Clackamas County programs provide in support of clean and plentiful drinking water:

Health, Housing, and Human Services (H3S)

H3S's Public Health Program provides access to safe drinking water which is essential to human health. Each person on Earth requires at least 20 to 50 liters of clean, safe water a day for drinking, cooking and simply keeping themselves clean. Oregon's Drinking Water Program contracts with Clackamas County Public Health's Environmental Health Program Area.

The program administers and enforces drinking water quality standards for public water systems in Clackamas County that use groundwater and also serve a population of 3,300 or less; Clackamas County has 320 public water systems that meet this criteria. A water system survey is conducted at these systems once every 3 to 5 years.

Clackamas County Public Health's Drinking Water Program is a resource for water system operators and the public when dealing with water quality alerts, public notices, water monitoring & testing, and sanitary hazard analysis.

In **Transportation and Development** (DTD), the Septic and Onsite Wastewater Program authorizes the installation, repair, and maintenance of septic systems in homes and businesses not served by community sewer systems. Septic and onsite wastewater treatment systems are designed, installed, and maintained to protect the groundwater aquifer and surface waters from pathogen and nitrogen contamination, and to protect public health by properly treating and disposing of disease-causing human waste.

In 2012 the Clackamas River Water Providers completed a Septic System Risk Analysis for the Clackamas River watershed. Through this analysis, approximately 9,000 potential residential onsite septic systems were identified in the Clackamas watershed. Of these, 1,000 were ranked as high risk which was determined by septic system age, high density cluster, distance to the Clackamas River and drinking water intakes, as well as vulnerable soils. Clackamas County along with its partners supports a Septic System Assistance Program to help owners improve these high risk systems.

DTD's Resource Conservation & Solid Waste program provides resources to businesses throughout the county, and recognizes businesses through the Leaders in Sustainability Program that adopt best practices to reduce pollution, and conserve drinking water and energy.

Water Environment Services (WES) provides sanitary sewer and surface water management services in the urban area of Clackamas County. Safely conveying wastewater from thousands of homes and businesses to our water resource recovery facilities removes pollutants and recovers valuable resources, thereby protecting critical drinking water sources including the Clackamas and Willamette Rivers. Maintaining and improving storm systems, including spill prevention and response, removes harmful pollutants from runoff before it is discharged to our surface and groundwater supplies. An example of a significant investment in storm system improvements is the upcoming Carli Creek Treatment Wetland that will be constructed in 2017 to remove pollutants from the Clackamas Industrial area runoff currently discharged to the Clackamas River near drinking water intakes.

WES along with DTD also work with private property owners to protect and restore stream and wetland buffers that help keep surface waters that feed drinking water supplies like the Clackamas River clean and cold.

RECOMMENDATION:

Staff recommends the Board of County Commissioners proclaim May 7-13, 2017 as Clean & Plentiful Drinking Water Week in Clackamas County.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Proclaiming May 7-13, 2017 as Clean & Plentiful Drinking Water Week in Clackamas County

WHEREAS, water is our most valuable natural resource and we are fortunate to have high quality sources in Clackamas County, most notably the Clackamas River; and

WHEREAS, our public water systems deliver amazingly reliable water service to over 300,000 customers in Clackamas County every day; and

WHEREAS, for less than a penny per gallon, public water system customers get in-home delivery of a product that is essential for life and health; and

WHEREAS, public water supplies increase public safety by feeding fire sprinkler systems and fire hydrants; and

WHEREAS, public water system customers are the beneficiaries of the investments previous generations have made in the infrastructure that delivers all of the aforesaid benefits and more; and

WHEREAS, Clackamas County has a strategic priority to honor, utilize, promote and invest in our natural resources, and

WHEREAS, Clackamas County Departments provide critical services that protect both public and private drinking water supplies through wastewater and stormwater utility management, watershed management, hazardous materials and solid waste disposal, spill prevention and response, septic and onsite wastewater programs, and private well testing.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that the Clackamas County Board of Commissioners declares May 7-13, 2017 as Clean & Plentiful Drinking Water Week in Clackamas County. We encourage all citizens to join us in celebrating our valuable natural resource of clean and plentiful drinking water in Clackamas County.

Dated this 4th day of May, 2017.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Jim Bernard
Chair

Sonya Fischer
Commissioner

Ken Humberston
Commissioner

Paul Savas
Commissioner

Martha Schrader
Commissioner

May 4, 2017

Board of Commissioners
Clackamas County

Presentation of
May-Mental Health Awareness Month

Purpose/Outcomes	In honor of Mental Health awareness in May, the Behavioral Health Division has prepared a presentation to the Board and citizens of Clackamas County highlighting the role of peer in mental health.
Dollar Amount and Fiscal Impact	No fiscal impact to the County
Funding Source	N/A
Duration	The month of May is dedicated to Mental Health Awareness, but programming occurs throughout the year.
Previous Board Action	The Board has been very supportive of addressing mental health awareness in our community as well as supporting and participating in strategies that increase awareness of mental health, such as Mental Health First Aid. Last year, the Board formally recognized the Clackamas Behavioral Health SuperHEART Award which will be given annually during Mental Health Awareness month.
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
Contact Person	Mary Rumbaugh, Behavioral Health Division Director, 503.742.5305

BACKGROUND:

The Behavioral Health Division (BHD), a division of the Health, Housing and Human Services department is presenting on the role that peers, who is a person with lived experience of mental health/and or substance use addiction challenges, play in supporting individuals who are themselves struggling with mental health or substance use challenges.

This presentation will highlight the development of peer services and the successes that Clackamas County has in the creation of peer delivered services and how we have become a model in both the state of Oregon and across the nation.

In addition, four (4) individuals will be honored with the SuperHEART award for their work as either a peer or as a supporter of peer delivered services.

The presentation will include the following:

- Peer Presentation: Ally Linfoot, BHD Peer Support Coordinator
- SuperHEART Award: Mary Rumbaugh, BHD Director

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

What is peer support?

Peer services are offered to people struggling with a mental health condition or addiction, by people in recovery from addictions and mental health issues. Peer delivered services have been shown to be an extremely effective addition to traditional treatment methods.



What is a peer support specialist (PSS)?

A person with lived experience of mental health and/or addictions challenges who provides assistance, support, and encouragement.

A PSS may engage in these common activities with the people they work with:

- Advocacy
- Experiential sharing
- Building community
- Mentoring/coaching
- Connecting to resources
- Socializing/self-esteem building
- Systems navigation

Requirements for state certification:

- Complete an Oregon Health Authority approved training program
 - Traditional Health Worker Commission
- Submit application to Oregon Health Authority Office of Equity and Inclusion
- Pass background check
- Complete 20 Continuing Education Units every 3 years
- No clean time requirements for mental health PSS

History of our Peer Services Program

- 2009 Clackamas County Behavioral Health Redesign
- Recognition of peer support services as a critical component to sustained recovery for both mental health and addiction
- Contributes to the building of natural supports and community
- Creation of the Peer Services Coordinator
- Peer Services Coordinator
 - Develop peer services system of care
 - Foster and maintain relationships with peer service providers
 - Write an RFP for a comprehensive array of peer support services
 - Oversee peer provider contracts
 - Provide technical assistance and consultation



Peers Services Steering Committee

January 2011

- Steering Committee convened with 18 members
- 4 county staff, 3 youth/young adult reps, 4 family member reps, 7 adult and peer-run organization reps

Committee charged with:

- Identifying the values of a peer service delivery system
- Measures and outcomes
- Ancillary systems
- Strategies for implementation

Committee Developed:

- Logic Model
- Elements of peer delivered services grid
- Measures and outcomes matrix



The results: 16 Peer Support Programs



Adults



Transition Age Youth



Families



Serving all

Adults

- Supportive Housing and County Clinics (FQHC's)
- Crisis/Safety Net Services (Centerstone)
- Clackamas County Jail/County Sheriff's BHU
- Mental Health Court/Drug Court/Family Court
- Drop-in Centers and Mobile Outreach
- Support Groups
- Providers:
 - Mental Health Association of Oregon
 - Cascadia Peer Wellness
 - Folk Time
 - Stay Clean
 - Dual Diagnosis Anonymous



Transition age youth

- Youth Drop-in
- 1:1 Peer Support and Navigation
- LGBTQQ drop-in and Gay Straight Alliance development in Schools
- Providers:
 - Youth M.O.V.E.
 - The Living Room

Families

- Family Partners on Wraparound teams
- Youth Partners on Wraparound teams
- Community Education and Support Groups
- Child Welfare
- Providers:
 - Oregon Family Support Network
 - Youth M.O.V.E.
 - National Alliance on Mental Illness (NAMI)
 - Mental Health Association of Oregon



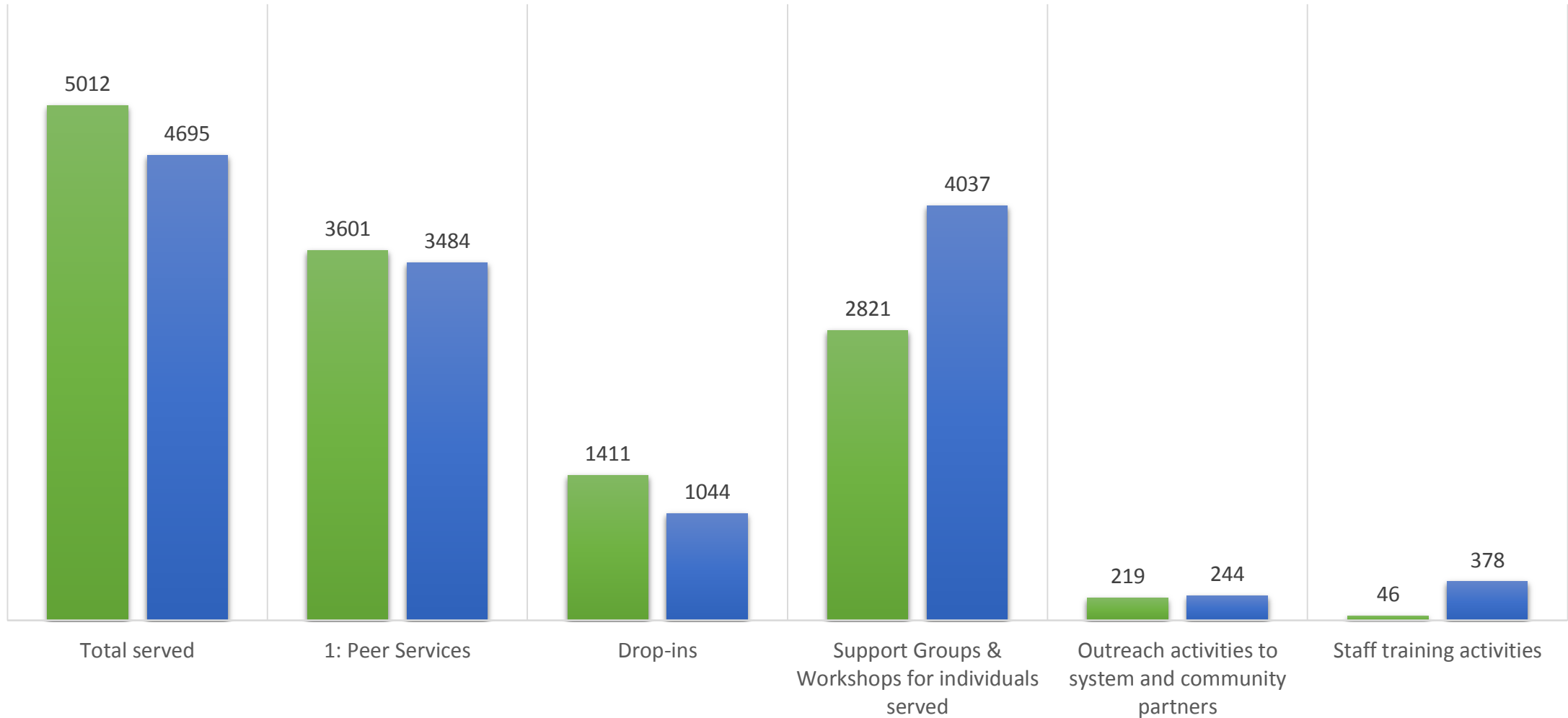
Serving all

- Community Education and Support Groups
- David Romprey Oregon Warm Line
- Centerstone Urgent Mental Health Walk-in
- Providers:
 - NAMI
 - Warm Line Peer staff
 - Folk Time



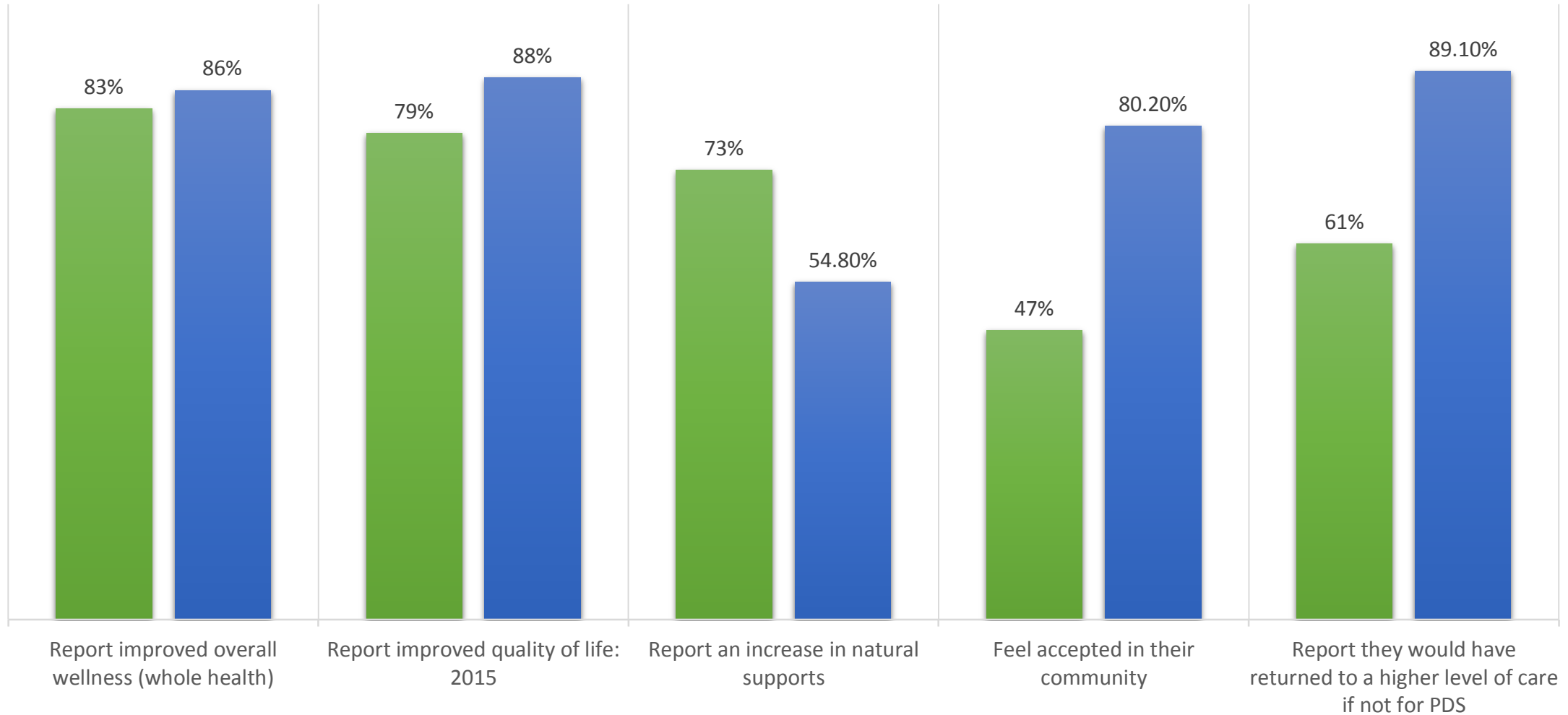
The numbers – people served

■ 2015 ■ 2016



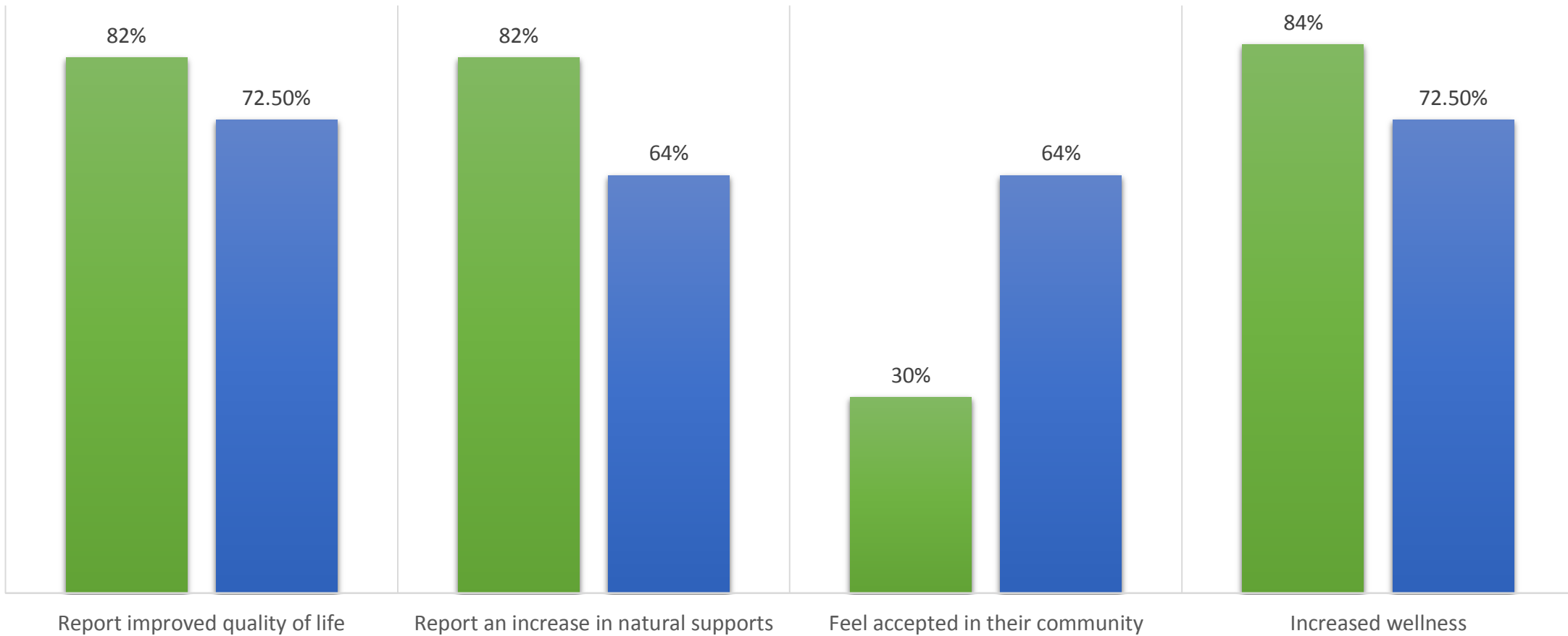
The numbers - experience of services

■ 2015 ■ 2016



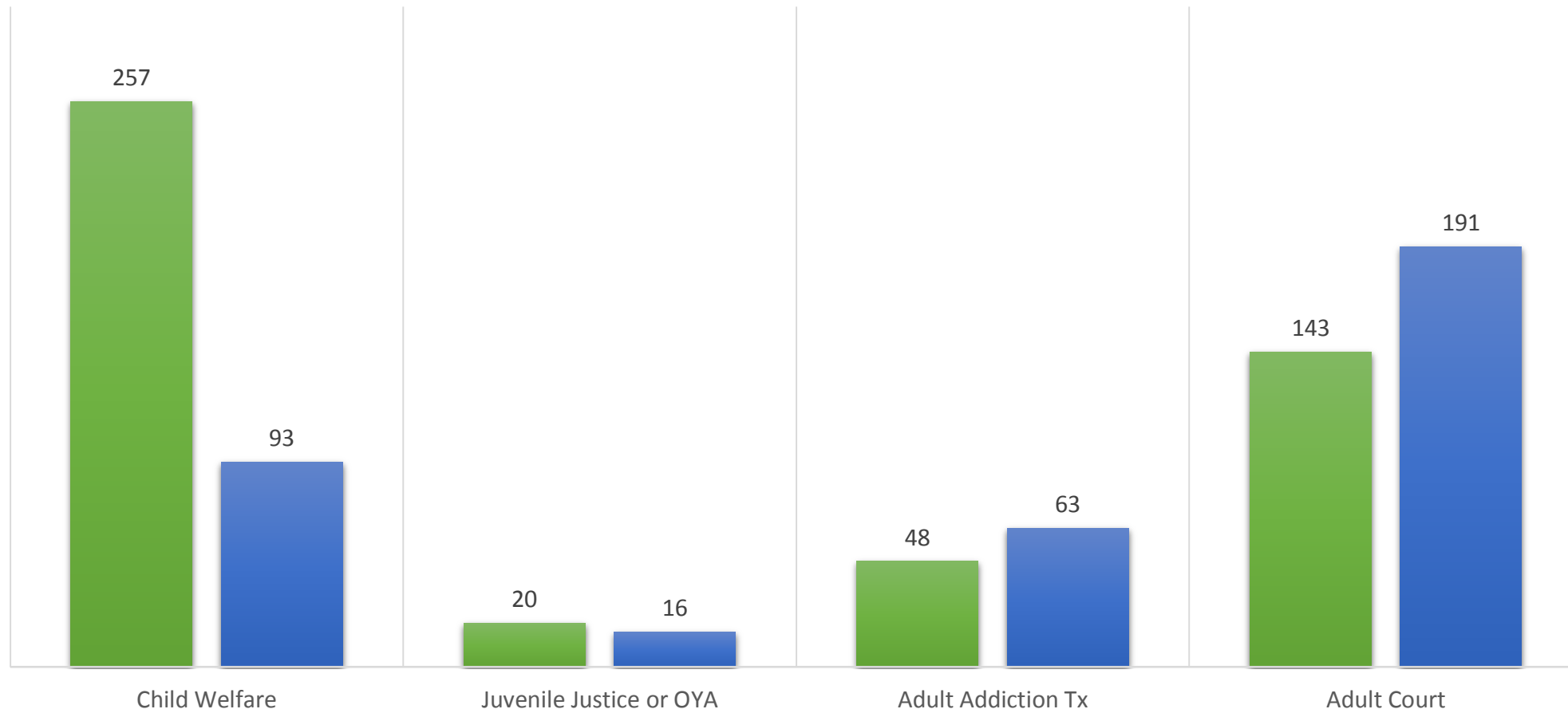
The numbers – children and families

■ 2015 ■ 2016



The numbers – children and families

■ 2015 ■ 2016



Cost savings

Estimated cost savings to Jail: \$1,288,710

Estimated cost savings to child welfare:
\$720,400

Estimated cost savings to system
based on Warm Line calls: \$283,003

Cost of Peer Services FY 2015: \$1.7 mil



Data is from FY14. This cost savings was determined using only the data submitted by 3 of our 14 peer support programs.

Consultation provided to other Behavioral Health Systems

States and Districts:

- Oregon (Oregon Health Authority)
- Pennsylvania
- Georgia
- Arizona
- Washington DC
- Massachusetts
- Kentucky
- Connecticut

Counties in Oregon:

- Washington
- Multnomah
- Deschutes
- Jackson
- Wallowa
- Josephine
- Benton
- Marion
- Polk
- Yamhill
- Clatsop

Agencies and Organizations:

- Metro Plus/MAAPPs (regional technical assistance center)
- Oregon Supported Employment Center for Excellence
- Portland State University (presenting to social work classes)
- Kairos (adolescent residential treatment center)



Questions?



Super Heart Heroes

- Janie Marsh, Mental Health Association of Oregon
- Amanda Willard, Youth M.O.V.E.
- Shannon Farr, Folk Time
- Angel Prater, David Romprey Warm Line and Lifeworks NW
- David Dedrickson, Homeless Veterans Peer Support, Clackamas County





OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

May 4, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

**Second Reading of Three Proposed Amendments
to the Clackamas County Code**

Purpose/Outcomes	Conduct public hearing and first reading by title only of proposed amendments to County Code
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent until amended
Previous Board Action	The Board was presented with the amendments at its March 14, 2017 policy session. First reading took place on April 13, 2017.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Stephen L. Madkour, County Counsel
Contract No.	Not Applicable

BACKGROUND:

Pursuant to County Code Chapter 1.01.100, the County Counsel is responsible for maintaining and updating the County Code. A Code Update Committee periodically meets to consider Code changes that are either proposed by staff, citizens, or identified by members of County Counsel as necessary or appropriate.

The Code Update Committee has approved several proposed changes to the County Code for Board consideration on a variety of topics. They include:

1. *Title 3 – Elections.* The proposed amendments to three section of Title 3 are attached. The existing chapter 3.01 is being amended by deleting the chapter in its entirety. Currently existing state law controls the initiative and referendum process. We are proposing two new chapters to Title 3 – 3.04 and 3.05. Chapter 3.04 requires notification to the Clerk of all new boundary changes. This

will ensure that boundaries and voter eligibility are current. Chapter 3.05 sets forth in Code the qualifications for the Justice of the Peace. These qualifications were developed by Board Order when the Justice Court was initially established and will be codified in Code.

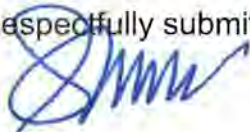
2. *Chapter 6.06 – Park Rules:* The proposed amendments are attached. The proposed amendments alter the reservation system, prohibit the use of drones, and prohibit nudity in County parks. After the first reading and public hearing on these amendments, new language was added to allow the use of drones in county parks by county employees in the performance of official duty. We recommend that the Board declare an emergency so these amendments would become effective immediately upon adoption as opposed to a 90-day delay.
3. *Chapter 8.02 – Transient Room Tax.* The amendments to Chapter 8.02 include changing the title to Transient Lodging Tax, changing definitions, and exceptions. The primary purpose of the amendment is to apply the Code to capture tax revenues from the emerging rental market involving short-term rentals of private homes. The Code currently exempts from the tax the incidental use of private or vacation homes as rentals. With the increasing popularity of platforms such as Vacasa, VRBO, HomeAway, Airbnb, it is necessary to amend the Code to capture the lost tax revenues derived from these short-term rentals. The primary change includes the definition of “Intermediary” as a “person or entity other than the operator that facilitates the rental of transient lodging.”

We recommend that the Board declare an emergency so these amendments would become effective immediately upon adoption as opposed to a 90-day delay. All amendments will be prospective.

RECOMMENDATION:

Staff recommends the Board conduct a public hearing and second reading by title only and adoption of the proposed ordinances and declare an emergency for amendments to Chapters 6 and 8 of the Code.

Respectfully submitted,



Stephen L. Madkour
County Counsel

ORDINANCE NO. 03-2017

**An Ordinance Amending
Clackamas County Code Title 3, Elections**

WHEREAS, State law currently controls the initiative and referendum process; and

WHEREAS, Clackamas County would like to ensure that boundaries and voter eligibility are current; and

WHEREAS, qualifications for the Justice of the Peace were initially established by Board Order and should now be codified;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

Section 1: Title 3, Elections of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this _____ day of May 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 3.01

~~3.01 STATE VOTERS PAMPHLET FOR INITIATIVE AND REFERENDUM MEASURES~~

~~3.01.010 Purpose~~

~~The purpose of this chapter is to comply with the provisions of ORS 251.285. This statute provides for publication in the State Voters' Pamphlet of county measures submitted to county voters and for like publication of ballot titles for, explanatory statements of, and arguments for and against, those measures.~~

~~[Codified by Ord. 05-2000, 7/13/00]~~

~~3.01.020 Appointment of Committee to Prepare Explanatory Statement~~

~~When an initiative or referendum measure is filed with the County Clerk by the people in accordance with the law of the State, a five-member committee to prepare an explanatory statement shall be appointed in the following manner:~~

- ~~A. Two members of the committee shall be appointed by the chief petitioners;~~
- ~~B. The County Clerk shall appoint two members. If a political action committee has been formed opposing the measure, the Clerk shall appoint individuals from that committee;~~
- ~~C. These four members shall be appointed no later than the 100th day prior to the election; and~~
- ~~D. A fifth member shall be appointed by the four members previously appointed; if the fifth member has not been chosen by the 95th day prior to the election, the County Clerk shall appoint the fifth member.~~
- ~~E. County Counsel shall also prepare an explanatory statement to be used in the event the committee does not prepare one.~~

~~When the Board of County Commissioners refers a measure to the voters, County Counsel shall prepare the explanatory statement.~~

~~[Codified by Ord. 05-2000, 7/13/00]~~

~~3.01.030 Preparation of Explanatory Statements~~

~~The explanatory statement shall be an impartial, simple and understandable statement of not more than 500 words explaining the measure and its effect. The statement shall be filed with the County Clerk not later than the 85th day prior to the election.~~

~~[Codified by Ord. 05-2000, 7/13/00]~~

~~3.01.040 Review of Ballot Titles and Explanatory Statements~~

- A. — If any person is dissatisfied with the ballot title on the grounds that the title is not a concise and impartial statement of the purpose of the measure, that person may, within 7 business days after the ballot title is filed with the County Clerk, petition the Circuit Court of Clackamas County to review the ballot title. Attached to the petition shall be a copy of the measure, the challenged ballot title and a statement why the title is not a concise and impartial statement of the purpose of the measure.
- B. — If any person is dissatisfied with the explanatory statement on the grounds that the statement is not an impartial, simple and understandable statement explaining the measure and its effect, that person may, within five days after the filing deadline for the statement, petition the Circuit Court of Clackamas County seeking a different statement and stating the reasons why the statement filed is insufficient or unclear. Attached to the petition shall be a copy of the measure and the challenged explanatory statement.
- C. — The Court may solicit additional written information pertinent to the measure, the ballot title or the explanatory statement and shall afford the petitioner access to the information. The Court may hear oral argument about the title and/or statement. The Court shall adjudicate the petition in an expeditious manner to insure the orderly and timely circulation of the petition or conduct of the election at which the measure is to be submitted to the voters.
- D. — If the Court finds that the ballot title is a concise and impartial statement of the purpose of the measure, the Court shall certify the title. If the Court finds to the contrary, it shall prepare another ballot title that is a concise and impartial statement of the purpose of the measure.
- E. — If the Court finds that the explanatory statement is an impartial, simple and understandable statement explaining the measure and its effect, the Court shall certify the statement. If the Court finds to the contrary, it shall prepare another explanatory statement of the measure that is an impartial, simple and understandable statement explaining the measure and its effect.
- F. — The Circuit Court of Clackamas County shall be the first and final review of these matters.

[Codified by Ord. 05-2000, 7/13/00]

3.01.050 — Submission of Ballot Title and Explanatory Statement to the Secretary of State

When filing the measure with the Secretary of State for inclusion in the State Voters' Pamphlet, the County Clerk shall also file the ballot title prepared for the measure, or if that title has been subjected to judicial review, the ballot title certified by the Court. The County Clerk shall likewise file the explanatory statement prepared for the measure, or if that statement has been subjected to judicial review, the explanatory statement certified by the Court. Filing of the ballot title and explanatory statement with the Secretary of State shall be no later than the 70th day before the election.

[Codified by Ord. 05-2000, 7/13/00]

3.01.060 — Arguments Regarding Measures

The County Clerk shall accept from any person or group of persons argument(s) supporting or opposing the measure, provided:

- A. — The argument is typed, consists only of words and numbers, and does not exceed 325 words;
- B. — The argument is filed with the County Clerk not later than the 80th day before the election;
- C. — The person or group, when filing the argument, either:
 - 1. — Pays the County \$300 to apply to the cost of the printing, or
 - 1. — Files with the County Clerk a petition signed by 1000 voters in the County, or 10% of the electors in the County, whichever is less; and

The argument is accompanied by the name and address of the person responsible for the content of the argument, the name and address of the organization the person represents, if any, and whether the argument supports or opposes the measure.

The County Clerk shall file the arguments, together with measure and the explanatory statement, with the Secretary of State not later than the 70th day before the election. [Codified by Ord. 05-2000, 7/13/00]

Chapter 3.04

3.04 NOTIFICATION OF BOUNDARY CHANGES TO THE COUNTY CLERK/ELECTIONS

3.04.010 Purpose

The purpose of this section is to clarify the application of Oregon State Law concerning changes in the boundaries of cities, special districts and other units of local governments for which the County Clerk conducts elections.

3.04.020 Notification of Boundary Change to the County Clerk

If the boundary of a city, a special district or a unit of local government is changed, the city governing body immediately shall send a certified copy of the ordinance, order, resolution or other action changing the boundary to the county clerk of each county in which the city is located. The order, resolution or other action shall be accompanied by a legal description of the revised boundary, a list of the affected tax lots and a map showing the boundary in the area of the change with territory added indicated by shading and territory removed shown by cross hatching. Dwellings shall be indicated when present and street addresses associated with occupied parcels shall be provided cross indexed to the tax lot numbers of the affected tax lots. The notice shall specify the effective date of the boundary change as a specific calendar date.

3.04.030 Time for Providing Notice

The notice required above shall be provided within ten days of the adoption of the ordinance, order, resolution or other action. Cities shall specify the effect of ORS 222.040 in writing and shall document any claimed exception to its application.

3.04.040 Exclusive Process for Notification of Boundary Changes

The Notice Procedure described above shall be the exclusive procedure for notification of boundary changes for the purposes of elections. The duty to provide the notification required is not a delegable duty and may not be transferred to or vested in another governmental body. See ORS 246.245 and ORS 255.045.

Chapter 3.05

3.05 SPECIAL QUALIFICATION TO FILE FOR ELECTION TO AND TO HOLD THE OFFICE OF JUSTICE OF THE PEACE IN CLACKAMAS COUNTY

3.05.010 Purpose

The purpose of this section is to codify the election of Clackamas County to require any person who wishes to run for the office of Justice of the Peace or to hold that office to be a member in good standing of the Oregon State Bar licensed to practice law in the State of Oregon. ORS 51.020(2). It is the judgment of the County that the complexity of modern civil and criminal law makes formal legal training a mandatory qualification to serve in the office of Justice of the Peace.

3.05.020 Additional Qualifications for the Office of Justice of the Peace

A candidate for the Office of Justice of the Peace shall be a member in good standing of the Oregon State Bar at the time of filing for the office and continuously thereafter. A person not so qualified is ineligible to be a candidate for the office. A person whose qualification lapses or who is no longer a member in good standing of the Oregon State Bar is ineligible for election.

3.05.030 Justice of the Peace to a Member of the Oregon State Bar

A person holding office as a Justice of the Peace in Clackamas County must continuously be a member of the Oregon State Bar during the term of office. Loss of membership, lapse of membership or suspension of membership shall cause the office to be forfeit and to be vacant. The filing of a complaint with the Oregon State Bar, the pendency of disciplinary action, the conduct of an investigation or the issuing of a reprimand to the incumbent by the Bar shall not forfeit the office.

3.05.040 Other Qualifications

Other qualifications for the Office of Justice of the Peace shall be as set out in the statutes governing the office.

ORDINANCE NO. 04-2017

**An Ordinance Amending
Clackamas County Code Chapter 6.06, Park Rules and
Declaring an Emergency**

WHEREAS, Clackamas County would like to alter the park reservation system, prohibit the use of drones and prohibit nudity in parks;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 6.06, Park Rules, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2: Emergency Clause

The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this Ordinance is necessary for the peace, health and welfare of the residents of the County. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this _____ day of May, 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 6.06

6.06 PARK RULES

6.06.010 Policy and Purpose

The purpose of this chapter is to protect County parks, forest and recreational areas, protect the health, safety and welfare of the public using such areas, and insure the best use of and benefits from such areas. The numbering system for this chapter is necessarily *unique* because of the requirements of the County and State criminal justice systems.

[Codified by Ord. 05-2000, 7/13/00; renumbered from 6.06.02 by Ord. 04-2013, 8/22/13]

6.06.020 Definitions

- A. APPROVED CAMPING SHELTER means ground tents, motorhomes, travel trailers, vans and camper units designed specifically for overnight, outdoor camping, such as Class A, B or C vehicles, towables, and truck campers.
- B. BOARD means the Board of County Commissioners of Clackamas County.
- C. DIVISION means the Clackamas County Parks Division of the Business and Community Services Department and its employees.
- D. ANIMAL, as per ORS 167.310, means any non-human mammal, bird, reptile, amphibian or fish. LIVESTOCK, as per ORS 609.125 means any ratites (large flightless birds), psittacines (parrot & macaw type birds), horses, mules, jackasses, cattle, lamas, alpacas, sheep, goats, swine, domesticated fowl and any fur bearing animal bred and maintained commercially or otherwise, within pens, cages and hutches.
- E. PARK AREA means any County park, forest or recreational area under the jurisdiction of the board, but not any residence located thereon.
- F. PARKS EMPLOYEE means the individual in charge of and/or responsible for a County park area.
- G. PARKS DIRECTOR AND/OR THEIR DESIGNATE means the person designated by the Board or the Department to administer the County's programs and policies for County parks, forests, and recreation areas.
- H. PEACE OFFICER means a Sheriff, deputy sheriff, constable, marshal, municipal police officer, Oregon State Police officer, and such other persons as may be designated by law.
- I. PROHIBITED ARTICLES means fireworks, weapons, glass and alcoholic beverages under this Chapter.
- J. RESERVATION includes, but is not limited to, calling or conveying in writing (fax, email, US mail) in advance to obtain a campsite or day-use area.
- K. Other terms shall be defined as set forth in the Oregon Vehicle Code, ORS Chapter 801, unless specifically provided otherwise in this Chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.03 and amended by Ord 04-2013, 8/22/13; Amended by Ord. 01-2016, 3/24/16]

6.06.030 Opening, Closing, Entry Into Parks

- A. The Division is hereby authorized to close to the public use of any County Park area or portion thereof, restrict the times when any County park area shall be open to such use, and limit or prohibit a recreation use whenever such action is necessary to protect the health or safety of the public, or the safety of the park area or its facilities. Cause for park area closure or limitation, or prohibition, on park area or recreational use includes, but is not limited to: Fire hazard, dangerous weather, water conditions, sanitary protection of the watershed, park area construction or repairs, conservation of fish and wildlife, excessive traffic; unsafe or overcrowded shoreline, ramp, parking or road conditions; the prevention of damage to the park or any of its facilities; or any dangerous, unsafe or unhealthful conditions.
- B. Any County employee designated by the Director of Business and Community Services Department or any peace officer may request, as a condition of the license or permit to enter the County's park areas, that persons entering or about to enter allow inspections of all backpacks, briefcases, suitcases, athletic bags, packages, duffle bags, coolers, ice chests, picnic baskets, and other containers capable of concealing prohibited articles:
1. Inspections under this section may occur anywhere on park property. Persons possessing containers subject to inspection shall be informed that they are free to decline the inspection and then must immediately leave the park area.
 2. If a person already inside the park area possesses a prohibited article, that person shall be considered to have violated the license to enter and use the park area. The person's license is automatically revoked and the person shall be requested to leave immediately.
 3. Any person in violation of park rules is subject to citation and immediate trespass.
- C. The County shall display signs at entrances to the park area that generally identify prohibited articles and provide notification of the request for inspection. The signs shall generally describe prohibited articles, explain the potential request for inspection and the right-to-decline options. Similar explanations may be printed on parking receipts and where available may be displayed at ticket windows on County property where parking passes or admissions are regularly sold.
- D. No person shall enter or use any County park area or any of its facilities without first paying the required fee, if any, unless such entry or use is otherwise authorized by a valid existing permit in the name of said person.

Any permit for entry or receipt for the use of any County park shall be displayed in a way that makes it easily visible from outside the vehicle. Failure to display a permit or receipt in a visible manner ~~is will be deemed~~ a violation of this section requiring payment.

- E. Any County employee designated by the Director of Business and Community Services Department or any peace officer may revoke any permit that has been issued erroneously or where there is reasonable cause to believe the permit holder or any person in his or her custody, control, or family, has violated any of the provisions of these rules or any State, County or federal law. Any person whose permit has been revoked and all other persons in his or her custody, control, and family shall immediately leave the park area.
- F. Any person who violates any of these Park Rules, or who violates any state statute (including the vehicle chapter), County ordinance or code while in a County park, may be ordered to leave the park area.

- G. No person who has been ordered to leave a County Park area shall remain therein or return thereto.
- H. The Division may refuse to admit into a park area any person who has been previously ordered to leave a County park.
- I. The daily opening and closing times for each Clackamas County Park, including but not limited to, ~~(Barlow Wayside, Barton, Boones Ferry Marina, Boring Station, Carver, Eagle Fern, Feyrer, Hebb, Knights Bridge, Madrone Wall, Metzler, Ed Latourette, Feldheimer Boat Ramp, Oak Grove Boat Ramp, Wagon Wheel, and Wilhoit Springs)~~, shall be established by the Parks Director and/or their designate and posted at the entrance to the park.
- J. Except for authorized overnight camping in accordance with these rules, no person, other than peace officers or authorized County personnel, shall enter or remain in any park area after the daily closing time and before the daily opening time.
- K. User fees for campsites are due and shall be paid each day. The fee covers use of facilities and services until the vacating time of 1:00 p.m. the following day.
- L. The person registering for the campsite is responsible for all persons using the campsite adhering to all park area rules, but this shall not provide a defense to any person who actually causes, or participates in causing, a violation of said rules.
- M. Campers must maintain campsites in a clean, sanitary, and safe manner.
- N. Unless otherwise posted at the entrance to the park campground, campsites may be occupied only as assigned by a reservation or at the campground registration area.
- O. No more than two (2) vehicles are allowed in a single campsite. The first vehicle is included in the campsite fee. All excess vehicles will be charged an additional fee and may need to be parked in designated overflow parking.
- P. In order to avoid unnecessary congestion of campground roadways and overloading of campground water and sanitation facilities, a park employee may prohibit entry of non-camper vehicles into the campground area. The park employee may issue temporary entry permits to non-camper vehicles when, in their opinion, such entry will not unnecessarily disrupt the operation, safety, and sanitation facilities of the campground.
- Q. Campsites may be accommodated with any approved camping shelter except those areas that have specific designated usage, i.e., RV only, ground tent only.
- R. Individual campsites are designed to serve one family unit. The following capacities shall apply:
1. Not more than two (2) tents OR one (1) recreation vehicle and one (1) tent per campsite.
 2. A maximum occupancy of 8 persons per site.
 3. No person under the age of 18 shall camp overnight unless accompanied by an adult.
 4. ADA accessible campsites are designed for campers with mobility challenges. Campers with DMV placards or license plates are given priority in these sites. Unless otherwise noted below persons registering for, or occupying, accessible campsite(s) must clearly display an appropriate placard or plate during their stay.
Note: Large group reservations of all campsites in a campground loop or park are exempt from this rule.
- S. Parks with accessible campsites for Persons with Disabilities shall:

1. Hold all reserved site(s) for the date(s) of reservation unless notified by the Parks Office to release the site;
2. Hold unreserved accessible sites site(s) for qualified drop-in campers until 7:00 p.m. daily;
3. Release unreserved accessible site(s) for first come, first served use after 7:00 p.m. for one (1) night only stay if no qualified users have registered.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.03 and amended by Ord. 04-2013, 8/22/13; Amended by Ord. 05-2015, 5/14/15; Amended by Ord. 01-2016, 3/24/16]

6.06.040 Reservations And Check In/Out Times

- A. Online reservations for camp siting, sheltered and non-sheltered and picnic areas must be made a minimum of 3 days in advance. Payment for reservations of picnic areas and campsites are due in full at the time of booking unless booking ten (10) or more campsites. Reservations for ten (10) or more campsites must be made through the Parks Administration Office and requires a deposit of the reservation fee and first night's rental fee due within fourteen (14) days of the booking. The remaining balance is due thirty (30) days prior to the arrival date. The Parks Division reserves the right to cancel any reservation of ten (10) or more campsites, without notification, that if the deposit has not been paid as per policy contract.
1. Reservations made in the Parks Administration Office or at a County Park facility must be paid for in cash, credit card or certified business check. No personal checks will be accepted.
- B. Cancellations and refunds:
1. For campsites (full hook-up, partial hook-up, primitive) and bunkhouse:
 - a. If cancellation is made four (4) or more days in advance of the arrival date, a refund will be issued by the Parks Division less the reservation fee and a cancellation fee.
 - b. If cancellation is made within three (3) days of the arrival date, a partial refund will be issued by the Parks Division less the reservation fee, a cancellation fee and the first night's camping fee.
 2. For sheltered and non-sheltered picnic areas:
 - a. If cancellation is made fifteen (15) days or more in advance of the reserved use date, a refund will be issued less the reservation fee and a cancellation fee.
 - b. If cancellation is made within fourteen (14) days of the reserved use date, no refunds will issued.
 3. Reservation and transaction fees are non-refundable.
- must be made at least two (2) weeks prior to the reserved date in order for the site costs to be refunded (reservation fees are non-refundable).
- C. Changes to overnight camping reservations and day use reservations, such as a reduction in the number of campsites, or a change in the location or date, can be made at any time, but a change fee is required and will be charged at the time of the change request. Cancellations or reductions in number of reserved campsites must be made at least two (2) weeks prior to the reserved date in order for the site costs to be refunded (reservation fees are non-refundable).

- D. Check-in time for all overnight camping sites is established at 3:00 p.m. and check-out time is established at 1:00 p.m. the following day. Campsites not vacated by 1:00 p.m. shall be subject to charge of fees for an additional night, if the campsite is available and not reserved for that time period.
- E. If a campsite has been reserved for use by another party for that night, and the campsite has not been vacated by the non-reserved party by check-out time:
 - 1. The non-reserved party shall vacate the site immediately or be subject to eviction;
 - 2. The non-reserved party shall be subject to exclusion from Clackamas County parks pursuant to this chapter;
 - 3. Any vehicle occupying the campsite after check-out time other than a vehicle of the reserved party is parked in violation of this chapter, and may be immediately towed away without prior notice at the owner's expense under the provisions of the Clackamas County Vehicle Parking and Towing Chapter; and
 - 4. Park employees may remove any personal property remaining on the campsite other than property of the reserved party.
- F. Individual campers or small groups reserving ADA accessible sites must provide documentation upon making the reservation or the reservation may be forfeited. *Note: Large group reservations of all campsites in a campground loop or park are excluded from this rule.*

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.14; amended by Ord. 04-2013, 8/22/13; amended by Ord. 02-2014, 5/22/14; Amended by Ord. 01-2016, 3/24/16]

6.06.050 Violations

- A. No person shall park a vehicle on any Clackamas County park property before the posted opening time or after the posted closing time. Vehicles parked in violation of this section shall be towed or booted in accordance with the Clackamas County Parking and Towing Chapter.
- B. No person shall expose his or her genitalia or -breasts, or be completely nude (full nudity) while in a public place or place visible from a public place, if the public place is open or available to persons of the opposite sex or children.
- C. No person shall, while in, or in view of, a public place, perform an act of sexual intercourse or deviate sexual intercourse, as defined in the Oregon Revised Statutes (ORS Chapter 163).
- D. No person shall have in his or her possession any glass beverage container without first obtaining a permit from the County Parks Department -Permits will be issued upon payment for use of designated campsites and group picnic areas. Permits for possession of glass beverage containers will not be issued for day-use areas.
- E. Fires-
 - 1. Fires in park areas shall be confined to:
 - a. Fire rings, fire pits, or fireplaces provided for such purposes;

- b. Portable stoves in established campsites and picnic areas where fires are permitted.
 2. No person shall leave any fire unattended, and every fire user shall extinguish the fire before leaving the park area.
 3. No person shall build, light or maintain any fire so as to constitute a hazard to any pile of wood, grass, tree, underbrush, or other flammable material.
 4. No person shall move a park fire ring, fire pit, or fireplace from its designed location in any day use area or campground.
- F. ~~Fireworks, and Weapons and Drones~~
 1. No person shall hunt, pursue, trap, kill, injure, or molest any bird or animal in any park area.
 2. No person shall discharge in any park area any firearm, pellet gun, bow and arrow, slingshot, paintball gun, or other weapon capable of injuring any person, bird, or animal.
 3. No person, shall possess in any park area any: loaded firearm, loaded pellet gun, paintball gun, bow and arrow, slingshot, or other weapon capable of injuring any person, bird or animal; provided however that the prohibition of loaded firearms does not apply to or affect:
 - a. a law enforcement officer in the performance of official duty,
 - b. a member of the military in the performance of official duty,
 - c. a person licensed to carry a concealed handgun, or
 - d. a person authorized to possess a loaded firearm while in a public building under ORS 166.370.
 4. No person shall possess or use fireworks or other explosives in any park area, except as designated, without the written permission from the Parks Director and/or their designate.
 5. No person shall operate an unmanned aerial vehicle, such as a drone, in any County Park areas or allow an unmanned aerial vehicle to fly in County Park areas or airspace; provided however that the prohibition on unmanned aerial vehicles does not apply to or affect:
 - a. any Clackamas County employee or official in the performance of official duty.
- G. Alcoholic Beverages:
 1. No person shall possess alcoholic beverages in any county park without first obtaining a permit from the County Parks Department. Permits will be issued upon payment for use of designated campsites and group picnic areas. Permits for possession of alcohol will not be issued for day-use areas. Persons requesting an alcohol permit when reserving a group picnic area must also deposit with a park employee a refundable security deposit in an amount set by resolution of the Board of County Commissioners. The purpose of the deposit is to guarantee that litter from consumption of alcoholic beverages is not left in the park area, to defray damage costs, if any, and to designate the person responsible. Upon leaving the park area, the depositor may ask the park employee to check his or her area and refund the deposit. If, in the opinion of the park employee, the area used

is not in an orderly, clean and/or undamaged condition, the deposit shall be forfeited to defray cleanup or restoration expenses.

2. Subsection 1 of this section permits possession of alcoholic beverages in reserved campsites and group areas, but not in day-use areas. Violations shall be treated as a rule violation, and any person authorized to enforce park rules is authorized to confiscate and destroy any alcohol and its container.

H. Park Property & Property Destruction

1. No person shall mutilate, deface, damage, or remove any table, bench, building, sign, marker, monument, fence, barrier, fountain, faucet, traffic recorder, or other structure or facility of any kind in any park area.
2. No person shall dig up, deface, or remove any dirt, stones, rock or other substance whatever, make any excavation, quarry any stone, lay or set off any blast, roll any stones or other objects, or cause or assist in doing any of said things, in any park area.
3. No person shall erect temporary signs, markers, or inscriptions of any type in any park area, without the written permission from the Parks Director and/or their designate or designate.
4. No person shall set up or use a public address system in any park area without the written permission from the Parks Director and/or their designate.
5. No person shall wash any clothing or other materials, or clean any fish, in a lake, stream, river, or pond, in any park area.
6. No person shall use abusive or threatening language or gestures, create any public disturbances, or engage in riotous behavior, in any park area.
7. No person shall operate or use any noise-producing machine, vehicle, device, or instrument in any park area in a manner that is disturbing to other park area visitors.
8. No person shall pick, cut, mutilate, or remove any flowers, shrubs, foliage, trees, or plant life or products of any type in any park area.

I. Concessions and Solicitations

1. No person shall operate a concession, either fixed or mobile, in any park area without the written permission from the Parks Director and/or their designate.
2. No person shall solicit, sell or offer for sale, peddle, hawk, or vend any goods, wares, merchandise, food, liquids, or services in any park area without the written permission of the Parks Director and/or their designate.
3. No person shall advertise any goods or services in any park area without the written permission from the Parks Director and/or their designate.
4. No person shall distribute any circulars, notices, leaflets, pamphlets, or written or printed material of any kind in any park area by leaving or placing the material on a person's vehicle or property without the written permission from the Parks Director and/or their designate.

J. Animals

1. No person shall ride, drive, lead, or keep livestock or animals, other than cats and dogs, in any park area not designated for their use (e.g., equestrian trails/facilities) without the written permission from the Parks Director and/or their designate.

2. No dog or cat shall be brought into or kept in a park area unless confined or controlled on a maximum 6-foot long leash. A County Parks employee may undertake, or require the person keeping the animal to take any measures, including removal of the animal from the park area, deemed necessary to prevent interference by the animal with the safety, comfort, and well-being of park area users, and the appearance or sanitary condition of the park area. No animals, other than service dogs for the disabled, shall be allowed in any park area building.
 3. No person shall allow any animal in his or her custody or control to annoy, molest, attack, or injure any person or animal in the park area.
 4. No person shall tie up any animal in his or her custody or control and leave such animal unattended.
 5. All animal fecal matter shall be put in a bag or container and left in a designated waste receptacle.
 6. No person shall have or allow more than two (2) domestic pets or other animals in any campsite.
- K. Motor Vehicles
1. No person shall operate any vehicle in any park area in violation of the Oregon State Vehicle Code, County ordinance, code or other laws.
 2. No person shall operate any motor vehicle in any park area at a speed in excess of 10 miles per hour, unless otherwise designated. In addition, no person shall operate any motor vehicle in any park area at a speed greater than is reasonable and prudent, having due regard to all of the following:
 - a. The traffic;
 - b. The surface and width of the highway;
 - c. The hazard at intersections;
 - d. Weather;
 - e. Visibility; and
 - f. Any other conditions then existing.
 3. No person shall park a vehicle:
 - a. In violation of any "No Parking" signs or markings authorized by the Parks Director and/or their designate;
 - b. In any location within a park, other than officially designated parking lots and parking spaces;
 - c. On grass, dirt, or landscaped areas that have not been graveled and designated for parking;
 - d. Beyond the edges of curbing or parking lots; or
 - e. In any designated staging area or timed parking area for longer than the maximum time limit stated on the posted sign.
 4. No vehicle shall be parked in an emergency access area or travel lane of any park. Any vehicle parked in an emergency access area or travel lane of any park will be towed under the provisions of the Clackamas County Parking and Towing Chapter.
 5. No person shall operate a motor vehicle on any park trail, or on any area within a park, which is not paved or graveled unless specifically marked as an area for motor vehicles.

6. No person shall operate any Off Highway Vehicle (OHV), All Terrain Vehicle (ATV) or any other vehicle not legal for street riding in any park area not designated for their use without the written permission from the Parks Director and/or their designate.
- L. Waste Disposal
1. All bottles, cans, ashes, waste, paper, garbage, sewage, and other rubbish or refuse shall be left only in receptacles designated for that purpose.
 2. No person shall bring into a park area any trash, refuse, garbage, litter, waste material, or vehicles for the purpose of disposing them there.
 3. No person shall use kitchen or toilet facilities in a camping vehicle in the park unless the person makes provision for holding sewage and other waste materials in watertight and sanitary containers. Such containers shall not be emptied in the park except at an officially designated dump station.
- M. Camping Rules
1. No person may camp overnight in a park area other than in an officially designated and numbered overnight camping space.
 2. No person may camp in any one park area for more than ~~fourteen (14)~~ ~~ten (10)~~ days in one ~~eighteen (18)~~ 14-day period of time. No person may camp for more than ~~twenty-eight (28)~~ 20-days total in the County Parks system as a whole, in any one camping season from May 1 to ~~November~~ September 30, without the written permission from the Parks Director and/or their designate.
 3. Campers are required to maintain reasonable quiet between the hours of 10:00 p.m. and 7:00 a.m. and to respect the rights of other campers to peace and quiet during these hours.
 4. No person shall camp overnight without an approved camping shelter.
 5. No person shall wash a vehicle or trailer in any campsite.
 6. No swimming pools of any size shall be filled with water in the campground without the written permission of the Parks Director and/or their designate.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Amended by Ord. 04-2013, 8/22/13]

6.06.060 Enforcement and Penalties

- A. Any County employee designated by the Director of the Business and Community Services Department, and any peace officer may enforce these park rules, order any person violating these rules to leave the park areas, and issue citations for violations of these rules, ~~e.~~ Except that only a person expressly authorized under the Clackamas County Parking and Towing Chapter may enforce the towing or ~~booting~~ ~~boating~~ provision of that chapter. Caretakers and Camp hosts who are appointed by the County may notify persons of the requirements of these rules, seek voluntary compliance, and order any person violating the rules to leave the park areas.
- B. Violation of any of the foregoing rules is subject to citation and punishable by a fine as set forth below.
- C. Form of citation:
 1. Description of the specific violation alleged;

2. The date, time, and location of its occurrence;
3. The maximum amount of the fine for the violation alleged;
4. A statement that the fine must be paid or a hearing requested within 20 days, and that upon failure to do so within 20 days opportunity for a hearing is forfeited and the fine doubles;
5. A form for either admitting the violation alleged and paying the fine, or denying the violation alleged, paying the equivalent bail, and requesting a hearing;
6. The address to which the form should be sent;
7. The telephone number of the person or facility which may be contacted for information;
8. The name and address of the violator, or in the case of a parking violation where the operator of the vehicle is not present, the license plate and vehicle number of the vehicle (if visible); and

D. Upon receiving a citation under this chapter, the cited person may:

1. Within 20 days, deliver to the Sheriff's Office the form provided with the citation, admitting the violation(s), forfeiting and paying the amount of the fine(s) indicated on the citation by credit card; forfeiture may be made by mail but must be actually received by the Sheriff within 20 days from the date of the citation; or
2. Within 20 days, deliver to the Sheriff's Office the form provided with the citation, denying all or part of the violation(s), and posting bail by paying a refundable deposit equivalent to the amount of fine(s) indicated on the citation by credit card; response may be made by mail, but must be actually received by the Sheriff within 20 days from the date of the citation.

~~No cash or personal checks will be accepted.~~

Upon receipt of a denial, the Sheriff's Office shall inform the Hearings Officer. The Hearings Officer shall set a hearing within 30 days of the Sheriff's Office receipt of the denial and bail, and shall mail notice to the cited person and the issuer of the citation of the hearing date, time and place within 15 days of the Sheriff's Office receipt of the denial of bail.

3. Failure to perform any part of either subsection 1 or 2, including failure to respond within 20 days, shall be presumed an admission of the violation(s) cited, and the fine(s) shall be doubled.

E. Hearing Process.

The hearing shall afford a reasonable opportunity for the person(s) requesting it to present evidence that the citation was invalid or unjustified.

1. The Hearings Officer may administer oaths and take the testimony of witnesses. The Hearings Officer may issue subpoenas in accordance with Oregon Rules of Civil Procedure 55, provided that subpoena requests be received in writing no later than 5 days before the scheduled hearing. If the person charged with the violation(s) requests a subpoena, the person shall pay a deposit for each witness in an amount set by resolution of the Board of County Commissioners. Witnesses appearing by subpoena shall be allowed the same fees and mileage as allowed in civil cases in circuit court, to be paid by the person requesting the subpoena.
2. A person who receives a citation may be represented by an attorney or other person at any hearing, provided that in the case of representation by an attorney,

the person gives written notice to the Hearings Officer two days prior to the hearing so that the County may, at its discretion, arrange for representation by an attorney on its behalf.

3. If the Hearings Officer, after due consideration, determines that the violation(s) alleged has been established, then the Hearings Officer shall issue a decision that the citation is valid and make brief findings of fact, and shall order the person cited to pay the appropriate fine to the County general fund. The decision and order may be oral and issued at the conclusion of the hearing, but in all cases must be recorded in the record of the hearing. The Hearings Officer will also determine the amount of witness fees to be paid out of any deposit, or refunded.
4. The decision of the Hearings Officer is final.

[Codified by Ord. 05-2000, 7/13/00; Renumbered from 6.06.15 and amended by Ord. 04-2013, 8/22/13; amended by Ord. 02-2014, 5/22/14]

6.06.04.01[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 03-2010, 2/25/10; Repealed by Ord. 04-2013, 8/22/13]

6.06.07.01[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 03-2010, 2/25/10; Repealed by Ord. 04-2013, 8/22/13]

06.06.07.02 [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Deleted by Ord. 03-2010, 2/25/10]

6.06.070 Vehicle Towed

A vehicle registered to a person who has failed to respond or pay fines as required by this chapter to three or more vehicle parking citations, may be towed from any park area or booted, without prior notice, in accordance with the Clackamas County Parking and Towing Chapter, and held until the amounts owing have been paid.

[Codified by Ord. 05-2000, 7/13/00; Renumbered from 6.06.11 by Ord. 04-2013, 8/22/13]

6.06.080 Fines

All fines shall be set by ordinance of the Board of County Commissioners.

[Added by Ord. 5-2003, 3-13-03; Renumbered from 6.06.17 and amended by Ord. 04-2013, 8/22/13]

ORDINANCE NO. 05-2017

**An Ordinance Amending
Clackamas County Code Chapter 8.02, Transient Room Tax,
and Declaring an Emergency**

WHEREAS, Clackamas County would like to amend the chapter to capture tax revenues from the emerging rental market involving short-term rentals of private homes;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 8.02, Transient Room Tax, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2: Emergency Clause

The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this Ordinance is necessary for the peace, health and welfare of the residents of the County. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this _____ day of May, 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 8.02

8.02 TRANSIENT ROOM LODGING TAX

8.02.010 Definitions

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter.

- A. ACCRUAL ACCOUNTING means the operator or intermediary enters the rent due from a transient on the his records when the rent is earned, whether or not it is paid.
- B. BOARD means the Clackamas County Board of Commissioners.
- C. CASH ACCOUNTING means the operator or intermediary ~~does not~~ enters the rent due from a transient on its ~~the~~ his records when ~~until~~ the rent is paid.
- D. COUNTY means Clackamas County.
- ~~D.E.~~ INTERMEDIARY means a person or entity other than an operator that facilitates the rental of transient lodging.
- ~~E.F.~~ HOTEL TRANSIENT LODGING means any structure, or any portion of any structure, which is occupied or intended or designed for transient occupancy, for temporary overnight human occupancy, thirty (30) days or less, for dwelling, lodging, or sleeping purposes. This includes, but is not limited to, any hotel, motel, inn, bed and breakfast, space in mobile home or trailer parks, tourist home, private home, vacation home, condominium, hostel, studio hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, or similar structure or portions thereof so occupied.
- ~~F.G.~~ OCCUPANCY means the use or possession, or the right to the use or possession, for lodging or sleeping purposes, of any room or rooms in transient lodging, a hotel, or space in a mobile home, or trailer park, or portion thereof.
- ~~G.H.~~ OPERATOR means the person who is proprietor of the transient lodging hotel in any capacity. Where the operator performs its ~~his~~ functions through a managing agent or intermediary of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as his principal. Compliance with the provisions of this chapter, by either the principal or the managing agent or intermediary, shall be considered to be compliance by both.
- ~~H.I.~~ PERSON means any individual, firm, partnership, limited liability company, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.
- ~~H.J.~~ RENT means the consideration charged, whether or not received by the operator or intermediary, for the occupancy of space in transient lodging, a hotel, valued in money, goods, labor, credits, property, or any other consideration valued in money, without any deduction; but does not include the sale of any goods,

services, and commodities, other than the furnishing of transient lodging room accommodations and parking space in mobile home parks or trailer parks.

~~J.K.~~ RENT PACKAGE PLAN means the consideration charged for both food and rent where a single rate is made for the total of both. The amount applicable to rent for determination of transient room tax under this chapter shall be the same charge made for rent when consideration is not a part of a package plan.

~~L.~~ TAX ADMINISTRATOR means the official appointed by the Board of County Commissioners to carry out provisions of this chapter.

~~K.M.~~ TAX COLLECTOR means an operator or intermediary.

~~L.N.~~ TAX means either the tax payable by the transient or the aggregate amount of taxes due from an operator or intermediary during the period for which the operator or intermediary he is required to report the his collections.

~~M.O.~~ TRANSIENT means any person who exercises occupancy, or is entitled to occupancy, in a transient lodging hotel overnight for a period of up to thirty (30) consecutive calendar days, or less, counting portions of calendar days as full days. The day a transient checks out of the transient lodging hotel shall not be included in determining the thirty (30) day period if the transient is not charged rent for that day by the operator or intermediary. Any such person so occupying space in transient lodging a hotel shall be deemed to be a transient until the period of thirty (30) days has expired, unless there is an agreement in writing between the operator or intermediary and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than thirty (30) consecutive days. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this chapter, may be considered. A person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient.

[Codified by Ord. 05-2000, 7/13/00]

To carry out the duties imposed by this chapter, the Tax Administrator~~authority~~ shall have the authority to do the following acts, the enumeration of which shall not be deemed to be exhaustive: interpret the terms of this ordinance, create forms, adopt procedures for proper administration, administer oaths, audit records, certify to all official acts, schedule board meetings or other hearings to determine compliance with the chapter or any rules and regulations adopted pursuant thereto, require the production of documents at public hearings, and seek judicial assistance in obtaining records and testimony.

8.02.020 Tax Imposed

For the privilege of occupancy in any transient lodging hotel, on and after the effective date of this chapter, each transient shall pay a tax in the amount of six percent (6%) of the rent charged by the operator or intermediary. The tax constitutes a debt owed by the transient to the County, which is extinguished only by payment to the operator or intermediary. The transient shall pay the tax to the operator or intermediary of the transient lodging hotel at the time the rent is paid. The operator or intermediary shall enter the tax on the his records when rent is collected if the operator or intermediary keeps the his records on the cash accounting basis, and when earned if the operator or intermediary keeps the his records on the accrual accounting basis. If rent is paid in installments, the

transient shall pay a proportionate share of the tax to the operator or intermediary with each installment.

[Codified by Ord. 05-2000, 7/13/00]

8.02.030 Where Tax is Imposed

The tax imposed by this chapter shall apply to all transient lodging hotels located within Clackamas County.

[Codified by Ord. 05-2000, 7/13/00]

8.02.040 Collections of Tax, ~~by Operator, Rules Tax, Rules~~ for Collection

- A. Every operator or intermediary renting transient lodging rooms in this County, the occupancy of which is not exempted under the terms of this chapter, shall collect a tax from the occupant. The tax collected or accrued by the operator or intermediary constitutes a debt owed by the operator or intermediary to the County that is extinguished only by payment to the County.
- B. In all cases of credit or deferred payment of rent, the payment of tax to the operator or intermediary may be deferred until the rent is paid, and the operator or intermediary shall not be liable for the tax until credits are paid or deferred payments are made.
- C. For rent collected on portions of a dollar, the first one cent (\$.01) of tax shall be collected on five cents (\$.05) through twenty-one cents (\$.21) inclusive; and the second one cent (\$.01) of tax on twenty-two cents (\$.22) through thirty-eight cents (\$.38); the third one cent (\$.01) of tax on thirty-nine cents (\$.39) through fifty-five cents (\$.55); the fourth one cent (\$.01) of tax on fifty-six cents (\$.56) through seventy-two cents (\$.72); the fifth one cent (\$.01) of tax on seventy-three cents (\$.73) through eighty-nine cents (\$.89); and the sixth one cent (\$.01) of tax on ninety cents (\$.90) through the next one dollar and four cents (\$1.04) of rent.

[Codified by Ord. 05-2000, 7/13/00]

8.02.050 Tax Collector's Operator's Duties

Each operator or intermediary shall collect the tax imposed by this chapter at the same time as the rent is collected from every transient. The amount of tax shall be separately stated upon the operator or intermediary's records and any receipt rendered by the operator or intermediary. No operator or intermediary ~~of a hotel~~ shall advertise that the tax, or any part of the tax, will be assumed or absorbed by the operator or intermediary, or that it will not be added to the rent, or that when added, any part will be refunded, except in the manner provided by this chapter.

[Codified by Ord. 05-2000, 7/13/00]

8.02.060 Exemptions

No tax imposed under this chapter shall be imposed upon:

- A. Any person who pays for lodging for more than thirty (30) successive calendar

days; ~~(a person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient);~~

- B. Any person whose rent is of a value less than \$15.01 per day;
- ~~C. Any person who rents a private home, vacation cabin, or like facility from any owner who personally rents such facilities incidentally to his own use thereof;~~
- ~~D.C.~~ Any occupant whose rent is paid for a hospital room or to a licensed medical clinic, licensed convalescent home or a home for aged people; or
- ~~E.D.~~ Employees, officials or agents of the U. S. Government occupying a transient lodging hotel in the course of official business, provided the person seeking the exemption provides reasonable documentation to the operator or intermediary.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2005, 5-26-05; Amended by Ord. 02-2010, 2/25/10]

8.02.070 Registration of Operator or Intermediary, Form and Contents, Execution, Certification of Authority

Every person engaging or about to engage in, business as an operator or intermediary of transient lodging a hotel in this County shall register with the County on the Tax Administrator's ~~on a form, provided by him or her.~~ Operators or Intermediaries engaged in business at the time this chapter is adopted, must not register later than thirty (30) calendar days after passage of this chapter. Operators or Intermediaries starting business after this chapter is adopted must register within fifteen (15) calendar days after commencing business. The privilege of registration after the date of imposition of such tax shall not relieve any person from the obligation of payment, or collection of tax, regardless of registration. Registration shall set forth the name under which an operator or intermediary transacts or intends to transact business, the location of the his place or places of business and such other information to facilitate the collection of the tax as the Tax Administrator may require. The operator or intermediary shall sign the registration. The Tax Administrator shall, within ten (10) days after registration, issue without charge from the occupant, a Certificate of Authority to the registrant to collect the tax, from the occupant of the transient lodging hotel, together with a duplicate thereof, for each additional place of business for each registrant. Certificates shall be non-assignable and nontransferable and shall be surrendered immediately to the Tax Administrator upon the cessation of business at the location named or upon its sale or transfer. Each certificate and duplicate shall state the place of business to which it is applicable and shall be prominently displayed therein so as to be seen and come to the notice readily of all occupants and persons seeking occupancy.

Said certificate shall, among other things, state the following:

- A. The name of the operator or intermediary;
- B. The address of the transient lodging or intermediary hotel;
- C. The date upon which the certificate was issued; and,
- D. "This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Transient Lodging Room Tax Chapter of the Clackamas County Code by registration with the Tax Administrator for the purpose of collecting from transients the lodging room tax

imposed by the County and remitting the tax to the Tax Administrator.”
 [Codified by Ord. 05-2000, 7/13/00]

8.02.080 Due Date, Returns, and Payments

- A. The transient shall pay the tax imposed by this chapter to the operator or intermediary at the time that rent is paid. All amounts of such taxes collected by any operator or intermediary are due and payable to the Tax Administrator on a monthly basis on the fifteenth (15th) day of the month for the preceding month, ~~and are delinquent on the last day of the month in which they are due.~~
- B. On or before the fifteenth (15th) day of the month following each month of collection a return for the preceding month's tax collections shall be filed by the operator or intermediary with the Tax Administrator. The return shall be filed in such form as the Tax Administrator may prescribe by every operator or intermediary liable for payment of tax. Returns shall show the amount of tax collected or otherwise due for the related period. The Tax Administrator may require returns to show the total rentals upon which tax was collected or otherwise due, gross receipts of the operator or intermediary for such period, and an explanation in detail of any discrepancy between such amounts, and the amount of rents exempt, if any.
- C. ~~The operator or intermediary person that required to file ing~~ the return ~~should deliver~~ must deliver the return together with the remittance of the amount of the tax due to the Tax Administrator at his office either by personal delivery or by mail, or other methods approved by the Tax Administrator. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies.
- D. For good cause, the Tax Administrator may extend for up to one (1) month the time for making any return or payment of tax. No further extension shall be granted, except by the Board. Any operator or intermediary to whom an extension is granted shall pay interest at the rate of one percent (1%) per month, on the amount of tax due without proration for a fraction of a month. If a return is not filed and the tax and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties described ~~elsewhere~~ in 8.02.090 of this chapter.
- E. ~~If the operator or intermediary has complied with the terms of this chapter and particularly the provisions of this section relating to prompt payment of taxes due and payable to the Tax Administrator, the operator or intermediary shall be permitted to deduct as collection expense five percent (5%) of the amount of the taxes collected, as shown by the return mentioned in paragraph C of this section. Five percent (5%) of the tax due may be retained by the operator or intermediary as a collection reimbursement charge to defray the costs of collecting and reporting the tax and of maintaining records.~~

[Codified by Ord. 05-2000, 7/13/00]

8.02.090 Penalties and Interest

- A. Original Delinquency: Any operator or intermediary who has not been granted an extension of time for remittance of tax due, and who fails to remit any tax imposed by this chapter prior to delinquency, shall pay a penalty of ten percent (10 %) of the amount of ~~the tax due~~ in addition ~~to~~ of the amount of the tax.
- B. Continued Delinquency: Any operator or intermediary who has not been granted an extension of time for remittance of the tax due, and who failed to pay any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent, shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax due, plus the amount of the tax due, and the ten percent (10%) penalty first imposed.
- C. Fraud: If the Tax Administrator determines that the nonpayment of any remittance due under this chapter is due to fraud, or intent to evade the provisions thereof, a penalty of twenty-five percent (25%) of the amount of the tax due shall be added thereto, in addition to the penalties stated in paragraphs (A+) and (B2) of this section.
- D. Interest: In addition to the penalties imposed, any operator or intermediary who fails to remit any tax imposed by this chapter shall pay interest at the rate of ~~one-half of one percent~~ (1.5%) per month or fraction thereof without proration for portions of a month on the amount of the tax due, exclusive of penalties, ~~from~~ the date on which the remittance first became delinquent until paid.
- E. Penalties merged with tax: Every penalty imposed and such interest as accrues under the provisions of this chapter, shall be merged with and become a part of the tax herein required to be paid.
- F. Petition for waiver: Any operator or intermediary who fails to remit the tax levied within the time stated, shall pay the penalties stated. However, the operator or intermediary may petition the Board for waiver and refund of the penalty or any portion thereof, and the Board may if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

[Codified by Ord. 05-2000, 7/13/00]

8.02.100 Deficiency Determinations, Fraud, Evasion, ~~Operator~~ Tax Collector Delay

- A. Deficiency determination: If the Tax Administrator determines that the returns are incorrect, he or she may compute and determine the amount required to be paid upon the basis of the facts contained in the return or returns, or upon the basis of any information within his or her possession. One or more deficiency determinations may be made of the amount due for one or more than one period, and the amount so determined shall be due and payable immediately upon service of notice as herein provided, after which the amount determined is delinquent. Penalties on deficiencies shall be applied as set forth in 8.02.090.
 - 1. In making a Determination, the Tax Administrator may offset overpayments, if any, which may have been previously made for a period or periods against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. The interest on

- underpayments shall be computed in the manner set forth in 8.02.090.
2. The Tax Administrator shall give to the operator, ~~intermediary~~ intermediary or occupant a written notice of his determination. The notice may be served personally or by certified mail. In the case of service by mail of any notice required by this chapter, the service is complete upon receipt by the operator ~~or intermediary~~ or intermediary or ~~the his~~ agent or employee, or if refused, the date of its refusal as shown by the United States Postal Department return receipt.
 3. Except in the case of fraud or intent to evade this chapter or authorized rules and regulations, every deficiency determination shall be made and notice thereof mailed within three (3) years after the last day of the month following the close of the monthly period for which the amount is proposed to be determined or within three years after the return is filed, whichever period expires the later.
 4. Any determination shall become due and payable immediately upon receipt of notice and shall become final within ten (10) days after the Tax Administrator has given notice thereof. However, the operator ~~or intermediary~~ intermediary may petition for redemption and refund if the petition is filed before the determination becomes final as herein provided.
- B. Fraud, Refusal to Collect, Evasion. If any operator ~~or intermediary~~ shall fail or refuses to collect said tax or to make within the time provided in this chapter any report and remittance of said tax or any portion thereof required by this chapter, or makes a fraudulent return or otherwise willfully attempts to evade this chapter, the Tax Administrator shall proceed in such manner as he/she ~~may deem~~ best to obtain facts and information on which to base an estimate of the tax due. As soon as the Tax Administrator has determined the tax due that is imposed by this chapter from any operator ~~or intermediary~~ who has failed or refused to collect the ~~tax same~~ and/or to report and remit said tax, ~~the Tax Administrator he/she shall proceed to determine and assess against such operator or intermediary the tax, interest, and penalties provided for by this chapter. In case such determination is made,~~ The Tax Administrator shall give a notice in the manner aforesaid of the amount so assessed. Such determination and notice shall be made and mailed within three (3) years after discovery by the Tax Administrator of any fraud, intent to evade, or failure, or refusal to collect said tax or failure to file return. Any determination shall become due and payable immediately upon receipt of the notice and shall become final within ten (10) days after the Tax Administrator has given notice thereof. However, the operator or intermediary may petition for redemption and refund if the petition is filed before the determination becomes final as herein provided.
- C. ~~Operator or Intermediary Delay~~ Intermediary Delay. If the Tax Administrator believes that the collection of any tax or any amount of tax required to be collected and paid to the County, will be jeopardized by delay or if any determination will be jeopardized by delay, s/he shall thereupon make a determination of the tax or amount of tax ~~required to be collected~~ collected ~~noting,~~ noting the fact upon the determination. The amount so determined as ~~herein provided~~ shall be immediately due and payable, and the operator ~~or intermediary~~ intermediary

shall immediately pay ~~the same~~ determination to the Tax Administrator after service of notice ~~is~~ hereof provided. However, the operator or intermediary may petition after payment has been made for redemption and refund of such determination, if the petition is filed within ten (10) days from the date of the service of notice by the Tax Administrator.

[Codified by Ord. 05-2000, 7/13/00]

8.02.110 Re-determinations

- A. Any operator or intermediary against whom a determination is made under Section 8.02.100 ~~or any person directly interested~~ may petition for a re-determination and redemption and refund within the time required in 8.02.100, ~~hereof~~. If a petition for re-determination and refund is not filed within the time required in 8.02.100, the determination becomes final at the expiration of the allowable time.
- B. If a petition for re-determination and refund is filed within the allowable period, the Tax Administrator shall reconsider the determination, and if requested ~~the person has so requested in this~~ petition, shall grant ~~the person~~ an oral hearing, and shall ~~give him~~ give ten (10) days notice of the time and place of the hearing. The Tax Administrator may continue the hearing ~~from time to time~~ as may be necessary and reasonable.
- C. The Tax Administrator may decrease or increase the amount of the determination as a result of the hearing, and if an increase is determined, such increase shall be payable immediately after the hearing.
- D. The order or decision of the Tax Administrator upon a petition for re-determination of redemption and refund becomes final ten (10) days after service upon the petitioner of notice thereof, unless appeal of such order or a decision is filed with the Board within ten (10) days after service of such notice.
- E. No petition for re-determination of redemption and refund or appeal ~~there from~~ shall be effective for any purpose unless the operator or intermediary has first complied with the payment provisions ~~hereof~~.

[Codified by Ord. 05-2000, 7/13/00]

8.02.120 Security, Collection of Tax

- A. The Tax Administrator, after delinquency and when he or she deems it necessary to insure compliance with this chapter, may require any operator or intermediary subject thereto to deposit with him/her such security in the form of cash, bond, or other security as the Tax Administrator may determine. The amount of the security shall be fixed by the Tax Administrator but shall not be greater than twice the operator or intermediary's estimated average monthly liability for the period for which returns are filed, ~~he files returns~~, determined in such manner as the Tax Administrator deems proper, or Five Thousand Dollars (\$5,000), whichever amount is the lesser. The amount of the security may be increased or decreased by the Tax Administrator subject to the limitations herein provided.
- B. At any time within three (3) years after any tax or any amount of tax required to

be collected becomes due and payable or at any time within three (3) years after any determination becomes final, the Tax Administrator may bring an action in the courts of this State, or any State, or of the United States, in the name of the County to collect the amount delinquent together with penalties and interest, and the County's reasonable attorney's fees and costs for bringing the enforcement action incurred -at trial and/or on appeal.

[Codified by Ord. 05-2000, 7/13/00]

8.02.130 Lien

- A. Any The tax collected by the operator or intermediary but not remitted to the Tax Administrator in the time required imposed by this chapter together with the interest and penalties herein provided and the filing fees paid to the Clerk of Clackamas County, Oregon, and advertising costs which may be incurred when same becomes delinquent as set forth in this chapter, shall constitute a lien on the transient lodging. The Tax Administrator may record a lien in the county lien record against the transient lodging and any real property owned by the operator or intermediary as to any delinquent remittances by the operator or intermediary. shall be and until paid remain a lien from the date of its recording with the Clerk of Clackamas County, Oregon, and superior to all subsequent recorded liens on all tangible personal property used in the hotel of an operator, which may be foreclosed on and sold as may be necessary to discharge said lien if the lien has been recorded. Notice of lien may be issued by the Tax Administrator or his or her deputy whenever the operator is in default in the payment of said tax, interest, and penalty and shall be recorded and a copy sent by certified mail to the delinquent operator. The personal property subject to such lien may be seized by any authorized deputy or employee of the Tax Administrator and may be sold at public auction after twenty (20) days notice of sale given by two publications in a newspaper of general circulation in the County. The notices required hereunder shall be published not less than seven (7) days apart. Such seizure and sale shall be in addition to any other process to secure payment of the delinquent tax allowed by law. The lien is in addition to any other process to secure payment allowed by law.
- B. Any lien for taxes shall upon the payment of all taxes, penalties, and interest thereon be released by the Tax Administrator, and the operator, ~~or intermediary or person~~ or person making such payment shall receive a ~~receipt therefore stating~~ receipt stating that the full amount of taxes, penalties, and interest thereon have been paid and that the lien is thereby released.

[Codified by Ord. 05-2000, 7/13/00]

8.02.140 Refunds

- A. ~~Operators' refunds.~~ Whenever the amount of any tax, penalty, or interest has been paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this chapter, it may be refunded provided a verified claim in writing therefore stating the specific reason upon which the claim is

founded is filed with the Tax Administrator within three (3) years from the date of payment. The claim shall be made on forms provided by the Tax Administrator. If the claim is approved by the Tax Administrator, the excess amount collected or paid may be refunded or may be credited on any amounts then due and payable from the operator or intermediary from whom it was collected or by whom paid, and the balance may be refunded to each such operator or intermediary, ~~the his~~ administrators, executors or assignees.

- B. Transient Refunds. Whenever the tax required by this chapter has been collected by the operator or intermediary and deposited by the same operator with the Tax Administrator and it is later determined that the tax was erroneously or illegally collected or received by the Tax Administrator, it may be refunded by the Tax Administrator ~~to the transient~~ provided a verified claim in writing ~~therefore stating~~, the specific reason on which the claim is founded, is filed with the Tax Administrator within three (3) years from the date of payment.

[Codified by Ord. 05-2000, 7/13/00]

8.02.150 Administration

- A. Transient Room Tax Fund. The Tax Administrator shall place all monies received pursuant to this order in the Transient Room Tax Fund.
- B. ~~Records. Required from Operators. Every~~ Records. Every operator and intermediary shall keep guest records of room sales and accounting books and records of room sales. The operator or intermediary shall retain all records for a period of three (3) years and six (6) months after they come into being.
- C. Examination of Records, Investigations. ~~At the discretion of the Tax Administrator, an audit of the books, papers, and accounting records may be performed on any transient lodging or tax collector within the jurisdiction of this chapter. The tax collector shall comply with all requests by the Tax Administrator or his delegee, in a timely fashion. Failure to comply with the requests of the Tax Administrator or his delegee shall be a violation of this Chapter subject to penalty.~~
- ~~C.D.~~ For the purpose of enforcing 8.02.100 of this chapter, if the Tax Administrator has reason to believe that the returns are incorrect or that fraud, refusal to remit, evasion or operator delay has occurred as set forth in 8.02.100 of this chapter, then the Tax Administrator or any person authorized in writing by him or her may examine during normal business hours the books, papers, and accounting records relating to room sales of any operator after notification to the operator liable for the tax and The Tax Administrator or his delegee shall, if he/she deems it necessary, may investigate the business of the operator or intermediary in order to verify the accuracy of any return made, or if no return is made by the operator or intermediary, to ascertain and determine the amount required to be paid.
- ~~D.E.~~ Confidential Character of Information Obtained, Disclosure Unlawful. Records, reports or returns submitted to the Tax Authority shall be exempt from disclosure to the extent provided for by state statute. It shall be unlawful for the Tax Administrator or any person having an administrative or clerical duty under the provisions of this chapter to make known in any manner whatever the business affairs, operations, or information obtained by an investigation of records and

~~equipment of any person required to obtain a Transient Occupancy Registration Certificate or pay a transient occupancy tax, or any other person visited or examined in the discharge of official duty, or the amount of source of income, profits, losses, expenditures, or any particular thereof set forth in any statement or application, or to permit any statement or application, or copy of either, or any book containing any abstract or particulars thereof to be seen or examined by any person. Nothing in this subsection shall be construed to prevent:~~

1. The disclosure to or the examination of records and equipment by another county official, employee, or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this chapter or collecting taxes imposed hereunder;
- ~~2. The disclosure after the filing of a written request to that effect to the taxpayer himself receivers, trustees, executors, administrators' assignees, and guarantors if directly interested of information as to any paid tax, and unpaid tax or amount of tax required to be collected, or interest, and penalties; further provided, however, that the Clackamas County Counsel approves each such disclosure, and that the Tax Administrator may refuse to make any disclosure referred to in this paragraph when in his/her opinion the public interest would suffer thereby;~~
- ~~3.2. The disclosure of the names and addresses of any persons to whom Transient Occupancy Registration Certificates have been issued; or~~
- ~~4.3. The disclosure of general statistics regarding taxes collected or business done in the County.~~

[Codified by Ord. 05-2000, 7/13/00]

8.02.160 Tax Revenue Sharing

- A. Commencing with tax revenues collected January 1, 1993, the total net transient room tax receipts after operator collection expense of 5% and County administrative costs, not to exceed 2%, have been deducted, shall be distributed by the Tax Administrator as follows:
 1. Between January 1, 1993, and June 30, 1993, an amount sufficient to bring proceeds up to a base support amount of \$250,000 per year shall be paid in equal quarterly installments to the Clackamas County Fair; this amount shall be adjusted annually to allow for inflation by an amount to be determined by the Tourism Development Council (TDC); these funds shall be used by the Fair for construction, operations and maintenance, in accordance with its annual budget approved by the Board; and,
 2. The balance placed with the County Treasurer for deposit until transferred to the TDC monthly to pay expenditures authorized as provided below.
- B. There is hereby created the Clackamas County Tourism Development Council, consisting of nine (9) members to be appointed by the Board of County Commissioners. The TDC is to oversee the development and promotion of tourism and conventions in Clackamas County.
- C. The TDC is to develop, adopt and implement, subject to Board of County Commissioners' approval, a Tourism Development and Promotion Master Plan.

The Master Plan shall address at least the following elements: tourism promotion, tourism development, conventions, visitor information services, special events and festivals, and the County Fair. The Master Plan may be revised from time to time, subject to Board of County Commissioners' approval. Prior to adoption of the Master Plan, the TDC may adopt, subject to Board of County Commissioners' approval, an Interim Plan.

- D. The funds described in subsection 8.02.160 A 2 above shall be allocated to projects and programs by the TDC in accordance with the Tourism Development and Promotion Master Plan, except that revenues collected prior to final Board of County Commissioners' approval of a Master Plan may be expended pursuant to an interim Plan, if adopted.

[Codified by Ord. 05-2000, 7/13/00]

8.02.170 Appeals to the Board

Any person aggrieved by any provisions of the Tax Administrator may appeal to the Board by filing a notice of appeal with the Tax Administrator within ten (10) days of the Administrator's decision. The Tax Administrator shall transmit said notice of appeal, together with the file of said appealed matter to the Board, who shall fix a time and place for hearing of the such appeal. The Board shall give the appellant not less than ten (10) days written notice of the time and place of hearing of the said appealed matter.

[Codified by Ord. 05-2000, 7/13/00]

8.02.180 Violations

It is unlawful and a violation of this chapter ~~unlawful~~ for any operator, ~~intermediary~~ ~~or intermediary~~ or other person so required, to fail or refuse to register as required herein. It is unlawful and a violation of this chapter for a tax collector ~~to fail to furnish any return required to be made, or fail or refuse to furnish a supplemental return or other data required by the Tax Administrator, or to render a false or fraudulent return. No person required to make, render, sign, or verify any report shall make any false or fraudulent report. with intent to defeat or evade the determination of any amount due, required by this chapter.~~ Any person willfully violating any of the provisions of this chapter shall be subject to a fine in an amount set by resolution of the Board of County Commissioners.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 5-2003, 3/13/03]



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 4, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for the
The Americans with Disabilities Act Transition Plan for the Public Rights-of-Way

Purpose/Outcomes	Adoption of the Americans with Disabilities Act Transition Plan for the Public Rights-of-Way (ADA Transition Plan) as required by federal statute.
Dollar Amount and Fiscal Impact	No new expenditures proposed beyond those already approved in the FY2017 Budget and projects in the Transportation Capital Improvement Program
Funding Source	Clackamas County Road Fund
Duration	Effective May 4, 2017 to be updated every five years
Previous Board Action	No previous actions; staff presentation to the Board at a study session on April 25, 2017.
Strategic Plan Alignment	This plan will help DTD to meet the following goal: "Provide repair, construction, preservation and emergency response services to the traveling public so they can live, work, conduct business, recreate and travel safely on a well-maintained County transportation system."
Contact Person	Mike Bezner, Assistant Director, Department of Transportation and Development

BACKGROUND: The Americans with Disabilities Act of 1990 (ADA) requires that all local governments and all their programs and facilities, no matter the funding source, provide equal access for those with disabilities. One of the requirements for all governments is the development and adoption of an ADA Transition Plan which is typically done by departments within larger governments. The proposed plan has been developed by Department of Transportation and Development to address the specific requirements of the federal statutes. The plan includes a self-evaluation of all existing accessibility facilities within the public rights-of-way, schedule and budget for removal of barriers to accessibility and recommendations for updating DTD standards and procedures. County Counsel has reviewed and approved the resolution.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the resolution for the ADA Transition Plan for Public Rights-of-Way.

Respectfully submitted,

Mike Bezner
Assistant Director

WHEREAS, over 45,777 people living in Clackamas County report that they have a disability, and

WHEREAS, those experiencing a disability have unique transportation needs that require reasonable accommodations to use Clackamas County's pedestrian transportation facilities, and

WHEREAS, the Americans with Disabilities Act of 1990 (ADA) requires that local governments provide equal access to programs and facilities for those with disabilities, and

WHEREAS, Clackamas County provides an extensive network of pedestrian sidewalks and multiuse paths, and

WHEREAS, failure to provide equal access to governmental programs and facilities is discriminatory under the provisions of the ADA, and

WHEREAS, the ADA mandates that governments prepare and adopt a Transition Plan identifying barriers to accessibility to governmental programs and facilities, as well as a schedule and budget for removal of barriers to accessibility, and

WHEREAS, the Clackamas County Department of Transportation and Development has prepared an ADA Transition Plan for the Public Rights-of-Way of unincorporated Clackamas County and those roads within cities that are maintained by the county, and

WHEREAS, the Transition Plan incorporates all requirements of the ADA for the accessibility of facilities within the public rights-of-way, and

WHEREAS, a public hearing has been conducted after appropriate notice in addition to public input conducted by DTD during the preparation of the proposed plan.

A Resolution of Adoption of the Americans
with Disabilities Act Transition Plan
for the Public Rights-of-Way

Resolution #
Page 2 of 2

**NOW, THEREFORE, the Clackamas County Board of Commissioners does hereby
resolve:**

1. To adopt the ADA Transition Plan, attached to this Resolution as Exhibit A, to
provide direction for DTD in removal of barriers to accessibility within the Public
Rights-of-Way.

Dated this 4th day of May, 2017

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

ADA TRANSITION PLAN FOR THE PUBLIC RIGHTS-OF-WAY

Draft

April 26, 2017



Department of Transportation and Development



Acknowledgements

Clackamas County Board of County Commissioners

Chair Jim Bernard
Commissioner Martha Schrader
Commissioner Paul Savas
Commissioner Ken Humberston
Commissioner Sonya Fischer

ADA Transition Plan Staff

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Executive Summary

The *2017 ADA Transition Plan for the Public Rights-of-Way* describes Clackamas County's plan for providing equal access for those with disabilities to all county pedestrian facilities - curb ramps and traffic signals - as required by the Americans with Disabilities Act of 1990.

The Department of Transportation and Development has been involved in assuring accessibility as required by the ADA for all people throughout the county through enforcement of building codes and other related laws and regulations. That same commitment will also be applied to achieving that goal for our pedestrian facilities.

The ADA requires that the county's ADA Transition Plan include a clear identification of deficiencies in physical assets, policies and procedures, including the following components:

- A self-evaluation to identify all facilities that are barriers to accessibility.
- Guidance on the steps to be taken to remove accessibility barriers, and estimates the budget and schedule for the removal and barriers based on current resource commitments.
- Recommendations for a monitoring program to track progress, an annual progress report to the Board of County Commissioners and online information on the current status of all accessibility features to increase transparency.
- Identification of those responsible for leading the removal of barriers to accessibility and
- A process by which members of the public can request improvements or call deficiencies to the attention of the county.

The self-evaluation conducted for this plan found 4,745 locations requiring curb ramps within the public rights-of-way in unincorporated Clackamas County.

- 3,963 built before the passage of the ADA
- 700 built after the passage of the ADA

Overall, there are 4,531 locations at which curb ramps must be installed, improved or replaced. Of those, 1,705 curb ramps locations are in the three highest priority groups on arterial streets and another 659 are in priority groups 4 to 6. Projects in the Five Year Transportation Capital Improvements Program, supplemented with improvements through the Curb Ramp Improvement Program and retrofit of some curb ramps will enable those in the three highest priority groups to be fully compliant within 12½ years. The department estimates that those curb ramp locations in priority groups 4 to 6 could be improved in a further 10 years. Full improvement of ~~If we were to bring the remaining 2,167 curb ramps in priority groups 7 to 12 would require an additional 42.5 years. 4,531 curb ramps up to current standards, at our current rate of improvement and estimated costs, full improvement would require 70 years and \$49.84 million in 2016 dollars. Increased funding for transportation from local and state sources would enable the county to commit additional resources reducing the time necessary to complete curb ramp improvements.~~

In addition, there are 69 traffic signals system in unincorporated Clackamas County, 44 of which require improvements to the ADA accessibility features. The total cost for those improvements is estimated to

be \$4.4 million. Many of these accessibility improvements to traffic signals will take place during the coming years through projects that are already funded and included in the five year Transportation Capital Improvements Program.

The process to make the improvements required to provide equal access for all will require changes to how the county carries out improvements within the public rights-of-way, including the following:

- Update county standards to be consistent with current federal standards.
- Training and improved checklists provided for county staff, consultants and contractors.
- Updated procedures to create accountability for meeting the accessibility standards and required documentation.
- Revised approaches to select and scope transportation improvement projects to incorporate accessibility improvements.
- Providing information about the accessibility of pedestrian facilities as well as annual progress reports to the Board of County Commissioners to ensure public transparency for ADA accessibility.

The changes in county standards, procedures, project programming and reporting are estimated to take 12 to 18 months to accomplish. Removal of barriers to accessibility on arterial and collector streets in the highest six priority groups will require 22½ years. Improvement of the curb ramps in the six lower priority groups will take 42½ years. Improvements to traffic signals expected to take 10 years. ~~and improvements to curb ramps taking up to 70 years.~~

Nonetheless the management and staff of DTD are committed to making the changes necessary to achieve the important goal of full accessibility.

Chapter 1 Introduction



People with Disabilities in Clackamas County

People with disabilities make up the largest minority group in Clackamas County and have unique transportation needs that are required to be addressed by Clackamas County as a unit of government under the Americans with Disabilities Act of 1990. According to the 2010-2014 American Community Survey (ACS), there were 45,777 people in Clackamas County with a disability, over 1/8th of the total population. By way of comparison, only 40,406 people in Clackamas County self-identified as being of any one or more non-white race or ethnic groups. Those 45,777 with disabilities in Clackamas County break down by age as follows:

- 8.5% are children below age 18 (3,874),
- 48.5% are adults age 18 to 64 (22,211) and
- 43.0% are senior adults age 65 and older (19,692).

Veterans and people age 65 and above have a much higher likelihood of having a disability than the general population. The ACS found that:

- Of the 30,240 Clackamas County adults who are veterans, 8,186 (27.1%) have a disability, compared with 12.0% of the general population.
- Of the 56,694 Clackamas County residents who are age 65 or above, 19,692 or 34.7% have a disability.

Research shows that people with disabilities don't do as well economically as the general population.

- People with disabilities are less likely than the general population to hold a job. The ACS found that of the 22,211 disabled adults age 18 to 64, only 8,201 (36.9%) were employed in 2014 while 63.1% were either unemployed or not in the labor force. Of those who were employed, only 4,963 (60.5%) were employed full time for the entire year.
- Those with disabilities also tend to have a lower income than the general population. The ACS found that the median income for a disabled individual in Clackamas County in 2014 was \$26,481 while the median income for an individual with no disability was \$35,395.

The daily transportation needs of those with disabilities are surprisingly high when compared to average traffic volumes on Clackamas County roads. For example, the number of Clackamas County residents with disabilities is 45,777, which exceeds the number served by the highest volume road section of the unincorporated area, 41,165 vehicles per day on Sunnyside Road east of I-205.

People with disabilities have unique transportation needs that are not well understood by the rest of the population, including planners and engineers. While those who go on foot can easily step off the curb, the curb is an insurmountable barrier for those using wheelchairs or other mobility devices. Every sighted child is taught early in life to “look both ways” before crossing the street, but those who are blind or have low vision must find the safe places to cross the street by feel and determine when it is safe to cross by hearing. Lack of accessibility facilities can force those with disabilities to enter the flow of traffic on the street at great risk just to go to work, school or the store to meet their daily needs.

As described below, Clackamas County has a legal mandate to provide equal access to pedestrian facilities. But it could also be argued that providing equal access for those with disabilities is one of the most important steps the county can take to improve the quality of life for this significant portion of the county population.

Legal Requirements

For many years, there were no laws requiring equal access for those with disabilities. That changed with the passage of two landmark laws mandating equal access for those with disabilities.

Rehabilitation Act of 1973 – This Act was the first, passed the House of Representatives on a vote of 400 – 0 and the Senate on a vote of 88 – 0 and signed into law by President Richard M. Nixon on Sept. 18, 1973. Section 504 of this Act made it illegal for the federal government, federal contractors and any entity receiving federal financial assistance to discriminate on the basis of disability. Section 504 obligates state and local governments to ensure that persons with disabilities have equal access to any programs, services or activities receiving federal assistance.

ADA of 1990 -- The second landmark accessibility law, the Americans with Disabilities Act (ADA) of 1990, greatly expanded Section 504's provisions requiring equal treatment for those with disabilities. The ADA passed the House of Representatives by a vote of 377 – 28 and the Senate by a vote of 91 – 6, and was signed into law by President George H. W. Bush on July 26, 1990. The ADA requires that all state and local governments and all of their programs and facilities -- no matter the funding source -- provide equal access for those with disabilities.



Due to the fact that the ADA incorporates many specific standards for accessibility for many types of public accommodations, it is often viewed only as a set of construction requirements. In reality, the laws requiring equal access for those with disabilities are among the most sweeping civil rights legislation in the history of this country. Since the ADA is a civil rights law, the lead entity for the ADA is the Civil Rights Division of the US Department of Justice. It establishes standards for meeting the requirements of the ADA, coordinates enforcement activities of other federal agencies and, as necessary, takes legal action to require compliance with ADA by state and local governments.

The basic premise of the Rehabilitation Act of 1973 and the ADA of 1990, the requirement of equal access for those with disabilities, could be stated as follows:

“No qualified person with a disability may be excluded from participation in, or denied the benefits of, the programs, services, facilities or activities provided by federal, state or local governments because of a disability.” (US Department of Justice, ADA Compliance Tool Kit, December 2006)

Title II of the ADA sets out the steps that state and local governments must take to make public transportation facilities accessible to those with disabilities. With the passage of the ADA, designing and constructing facilities for public use that are not accessible by people with disabilities constitutes discrimination. Under Title II, private citizens or groups can make an administrative complaint to the Department of Justice or appropriate federal agency or file a lawsuit in federal district court. Although complaints or lawsuits can address specific accessibility facilities, recent lawsuits have focused on failures by government agencies to adhere to the process requirements of ADA. For example, the lawsuit brought by Association of Oregon Centers for Independent Living against Oregon Department of Transportation identified several areas in which ODOT failed to address provisions of the ADA. These included:

- Failure to address barriers to accessibility in resurfacing projects classified as “improvements” under guidance from the Federal Highway Administration.
- ODOT constructed curb ramps that were not designed or constructed properly and are non-compliant.
- ODOT failure to provide Accessible Pedestrian Signal (APS) buttons at signalized intersections, which rendered those intersection inaccessible.
- ODOT failure to require the provision of temporary pedestrian access routes when the permanent pedestrian access route was blocked by construction.

In settlement of this lawsuit ODOT agreed to the following:

- Commitment of \$18 million over the next three years and full remediation of approximately 12,300 non-compliant curb ramps locations by 2032.
- Procedural improvements under the direction of an independent Accessibility Consultant to improvement of procedures for design, construction and inspection to result in consistent compliance with ADA standards for curb ramps.
- Require improvements to procedures by local governments seeking to be certified by ODOT for ADA.
- Provide APS buttons at all signalized intersections with pedestrian actuated signals.
- Provide temporary pedestrian access routes in all cases when required under ADA.

It is important to note that under the ADA each government is responsible for providing facilities accessible to those with disabilities, including improvement of existing facilities regardless of when the facilities were built. This requirement greatly effects the scope of Clackamas County’s effort to provide accessible public rights-of-way. For example, the department identified 4,745 locations requiring curb ramps on county maintained roads. About 85% of those curb ramps were built prior to the adoption of the ADA and accessibility standards. Nonetheless, to provide equal access for all, the county must plan for the improvement of all curb ramps to the current accessibility standards.

The ADA Transition Plan

Under the ADA, local governments are required to develop a plan for program access, called the ADA Transition Plan. In the ADA Transition Plan the local government is required to do the following to demonstrate the approach it will use to provide equal access for all:

- 1) Conduct a self-evaluation to identify physical obstacles that limit the access to its facilities by individuals with disabilities;
- 2) Describe the methods to be used to make the facilities accessible;
- 3) Provide a budget and schedule for removing barrier to access, and
- 4) Identify the public officials responsible for implementation of the Transition Plan.

The typical outline for an ADA Transition Plan is as follows:

- 1) Designation of an ADA Coordinator and the individual responsible for implementing the ADA,
- 2) Providing notice to the public about ADA requirements,
- 3) Establishment of an ADA grievance procedure
- 4) Developing the required self-evaluation to identify barriers to accessibility,
- 5) Development and implementation of internal standards, specifications and procedures,
- 6) Adoption of a schedule and budget for removal of barriers to ADA accessibility,
- 7) Monitoring progress on the implementation of the ADA Transition Plan

The requirements of the ADA apply to all public entities or agencies no matter their size or geographic extent. Development of the ADA Transition Plan and achievement of program access has typically been difficult for large local governments due to their large geographic extent and diverse facilities. Under the ADA, public entities have the option of meeting ADA Transition Plan requirements by program. This is the approach being used by Clackamas County for the ADA Transition Plan requirements. This document is the ADA Transition Plan for providing equal access for those with disabilities as defined in the ADA for facilities within county owned rights-of-way under the responsibility of the Department of Transportation and Development (DTD). Other county departments are responsible for meeting ADA Transition Plan requirements for other facilities, services or program areas.

Designating an ADA Coordinator and Implementing Official

Each government developing an ADA Transition Plan must designate at least one responsible employee to coordinate ADA compliance. The designated ADA Coordinator for DTD is:

*Stephen Williams, Principal Transportation Planner
Clackamas County Development Services Building Room #325
150 Beavercreek Road, Oregon City 97045
503-742-4696, swilliams@clackamas.us*

A recommended best practice when the designated ADA Coordinator is not a member of management is the designation of an Implementing Official. This individual is selected because he or she has a broader scope of responsibility and can recommend policy or budget actions necessary to implement provisions of the ADA Transition Plan. The Implementing Official for DTD is:

*Mike Bezner, Assistant Director, Transportation
Clackamas County Development Services Building Room #325
150 Beavercreek Road, Oregon City 97045
503-742-4651, mikebez@co.clackamas.or.us*

Providing Notice of ADA Requirements

Each department must provide public notice about the rights of the public and the responsibility of the department under the ADA. Providing notice is not a one-time requirement, but a continuing responsibility. The audience of those who may have an interest in the accessibility of department facilities is large and diverse, and not readily identifiable. The DTD has elected to provide public notice through an ADA accessibility web page that is under the main DTD web page. In addition, a poster has been developed and is on display in the department's four main public areas providing the required notice in English as well as five other languages (Spanish, Russian, Chinese, Vietnamese and Korean). These are the language groups with a population in Clackamas County over 1,000, meeting the Department of Justice Safe Harbor requirements.

A best practice recommended by the Department of Justice is providing online data showing the status of all ADA accessibility features. This provides information to the public on available accessibility features as well as allowing the public to monitor the progress of the county in removing barriers to accessibility.



Grievance Procedure

The ADA requires that the DTD adopt and publish procedures for resolving grievances arising under Title II of the ADA in a prompt and fair manner. The DTD has adopted a grievance procedure. The grievance procedure and associated materials can be found in *Appendix B* of this Plan. Complaints would typically be directed to the DTD ADA Coordinator, consistent with best practices that recommend an opportunity to resolve a local issue at a local level. Use of this procedure is not a prerequisite for filing a complaint with either a state or federal agency or a court, nor does it prevent such a filing.

Development of Internal Standards, Specifications and Design Details

A requirement of the ADA Transition Plan is the development of internal standards, specifications and design details that will guide the development and alteration of accessibility features under county jurisdiction. These items are critical for ensuring that new accessibility features and alterations to existing features achieve full compliance with the ADA and eliminate barriers to accessibility. Review and evaluation of current standards, specifications and internal procedures formed an important stage in the development of this plan and resulted in several specific recommendations. A detailed discussion of the evaluation of standards, specifications and procedures and of the recommendations can be found in the Chapter 3 – Removing Barriers to Accessibility.

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Chapter 2 Self-Evaluation



Introduction

Title II of the ADA requires that all public entities complete a self-evaluation to identify barriers to accessibility by those with disabilities. The standards used for this self-evaluation are the 2012 Public Right of Way Accessibility Guidance (PROWAG) that were released for use by public agencies on March 15, 2012. PROWAG establishes detailed guidance for accessibility on public facilities within the right-of-way. The self-evaluation for this ADA Transition Plan applied the PROWAG standards specific to public accessibility facilities within Clackamas County rights-of-way and under county control.

There are different types of facilities for public access within the Clackamas County rights-of-way including curb ramps, traffic signals, sidewalks/driveways and pedestrian crossings of railroad grades. However, under Federal law, Oregon Revised Statutes and local ordinance, the county only has direct responsibility for some of these facilities. The following describes the county responsibility for each type of public access facility.

- **Curb Ramps** – Curb ramps within the rights-of-way for county-maintained roads are completely under county control and were included in this self-evaluation.
- **Traffic Signals** - Clackamas County owns 69 traffic signal systems. However, the county also maintains signals owned by cities and the Oregon Department of Transportation (ODOT) under agreements. The self-evaluation of traffic signals was carried out only for traffic signals owned by the County. ODOT and the cities that receive services from Clackamas County are responsible for assuring compliance of their facilities.
- **Sidewalks and Driveways** – The sidewalks and driveways on county-maintained roads are built by the county or by a property owner. However, under local ordinance the sidewalks and driveways are owned by the abutting property owner, and responsibility for maintaining sidewalks and driveways rests with the property owner. If a condition is identified by the public that creates a barrier to accessibility, the county has a process for notifying the property owner and requesting removal of access limitations. However, the county does not have a process to evaluate the sidewalks and driveways. Because Clackamas County is not responsible for fixing access limitations on sidewalks and driveways, these facilities were not included in the self-evaluation conducted for this Plan.
- **Railroad grade crossings** – At railroad grade crossings, public accessibility features such as sidewalks or multiuse paths cross the railroad grade. There are only 25 such pedestrian crossings of railroad grades in the county. While county road standards apply to most private facilities providing public access, that is not true of railroad grade crossings. Federal law substantially limits local authority over any aspect of the railroad grade. Since



Clackamas County does not have jurisdiction to carry out improvements to the railroad grade, crossings of the railroad grade by sidewalks or multi-use paths were not included in the self-evaluation. However, as improvements to pedestrian facilities crossing the railroad grade are undertaken, the county should work with the railroads to ensure that those facilities meet accessibility standards.

- **Transit Stops** – There are over 500 transit stops in the Clackamas County owned public rights-of-way. However, the facilities at these transit stops are owned by and are the responsibility of transit providers – TriMet, Canby Area Transit, Sandy Area Metro, South Clackamas Transportation District service in the Molalla area, Wilsonville’s South Metro Area Transit, and the Clackamas County operated Mt. Hood Express. As a result, the transit providers are responsible for meeting ADA accessibility requirements.
- **Street Furniture** – Clackamas County does not own any street furniture.

Given the above, this self-evaluation focused on the two accessibility features within the public rights-of-way of unincorporated Clackamas County for which the county has direct responsibility - curb ramps and traffic signals.

Self-Evaluation of Curb Ramps

Curb ramps are defined in the PROWAG standards as “sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway.” Curb ramps have been included in public sidewalks in Clackamas County for at least 60 years. Virtually everyone uses curb ramps, so curb ramps must be designed to meet mobility needs and to improve safety for all sidewalk users:

- For those with mobility limitations, curb ramps provide a safe route to cross the curb using wheelchairs or other devices.
- For those who are blind or have low vision, curb ramps guide their movements in a complex environment so that they can choose their path using non-visual cues and receive warnings of hazards.
- For those without mobility or vision limitations, such as those on foot, those pushing or pulling a cart or stroller, or those on a bike, curb ramps provide a safe and easy way to cross the curb.

Any location at which pedestrians are required to cross the curb where there is no curb ramp, where the curb ramp is blocked, or where it fails to meet adopted standards is a barrier to accessibility under the ADA and represents a safety hazard for sidewalk users.

The Curb Ramp Self-Evaluation Process

For this self-evaluation, all locations on county



roads in unincorporated areas of the county were evaluated during July and August 2016 for compliance with the PROWAG standards. This evaluation took place in two steps.

Phase 1 -- In the first step, all locations requiring a curb ramp per the provisions of the ADA and Oregon Revised Statutes were identified and were given a curb ramp identification number for record keeping and management purposes. Unique numbers were given to each curb ramp around an intersection, with some intersections including up to 12 curb ramps.

An initial screening of the curb ramp locations was then conducted using Google Maps/Streetview. The features evaluated in this manner were only those that could be reliably determined in the imagery. Curb ramp features cannot be measured using imagery, but it is possible to view the curb ramps and determine if required features are present.

The features identifiable in imagery are as follows:

- Presence of a curb ramp at a required location
- Structural issues in the curb ramp that make it non-functional. These can include the presence of a built obstruction blocking the ramp or landing, or a missing element like the top landing that makes the ramp unsafe for use.
- Presence of required texture contrast (truncated dome).

In Phase 1 of the self-evaluation 1,669 curb ramps were identified as requiring further evaluation and were advanced into Phase 2 for measurement in the field.

Phase 2 -- Locations identified as having a curb ramp not blocked by a fixed object were advanced into the second phase of the self-evaluation. In this process, employees from DTD went into the field in August 2016 and measured all the features of each curb ramp. Depending on the type of curb ramp, specific measurements were collected for 12 to 19 features. This field data was stored on DTD computer servers in both spreadsheet and geographic information system formats to facilitate analysis of the data. These measurements were then analyzed to determine compliance with PROWAG standards.

Results of the Curb Ramp Self-Evaluation

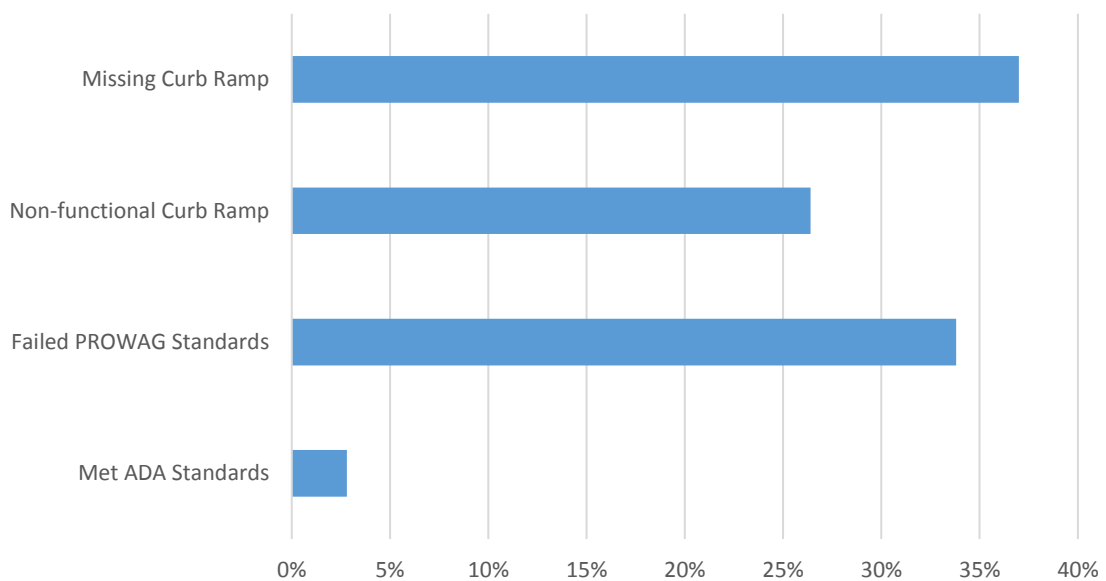
The following is a summary of the findings of the curb ramp self-evaluation:

- 4,745 locations were identified where curb ramps are required in unincorporated Clackamas County.
- 1,917 (39.0%) of locations that required curb ramps did not have a curb ramp present; 1,566 of these were at intersections or mid-block locations with a crosswalk.
- 1,352 (26.4%) of locations that required curb ramps had a curb ramp that was not non-functional for those with disabilities due to lack of a required element or an obstruction by a fixed object such as a pole, hydrant or building.
- 1,476 (31.7%) of locations that required curb ramps had a curb ramp that could be used to meet the mobility needs of those with disabilities since those ramps included all required elements and were not obstructed, but those ramps failed to meet one or more of the PROWAG ADA accessibility standards.
- 132 (2.8%) of locations that required curb ramps had a curb ramp present that was fully compliant with all PROWAG standards.

There was a wide variation in the points of failure identified for the 1,669 curb ramps that were field measured and compared with PROWAG standards. However, some patterns do stand out:

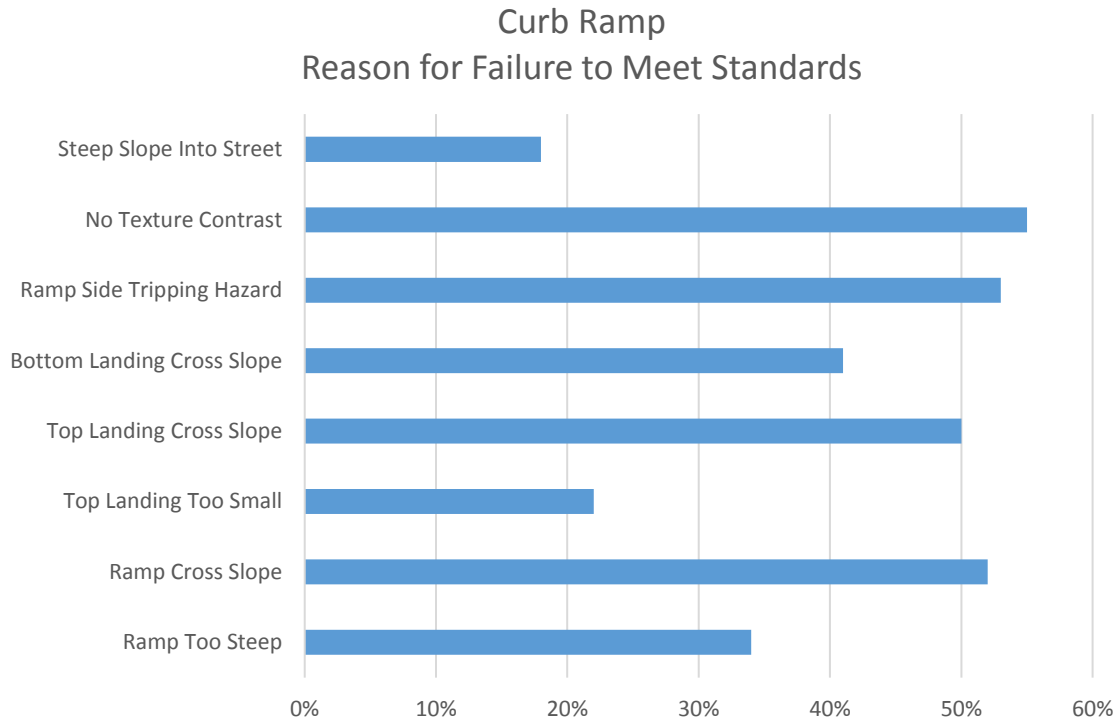
- **34.3% of measured curb ramps had a ramp slope in excess of the mandated standard of 8.33%.** The slopes above 8.33% are a problem for those using a manual wheelchair because it is difficult for many users to manually power a wheelchair up such a slope.
- **51.6% of measured curb ramps had a ramp cross slope in excess of the standard of 2.0%.** A cross slope is the slope perpendicular to the direction of travel. A cross slope in excess of 2.0% is difficult for a user of a manual wheelchair because the wheelchair will tend to steer toward the lower side of the cross slope. This increases the difficulty in controlling the wheelchair and using the curb ramp.

Curb Ramp Self Evaluation Summary



- **22.2% of measured curb ramps had a top landing smaller than the required dimensions of 48" x 48" and/or 49.6% had a top landing cross slope in excess of 2.0%.** All curb ramps are required to have a top landing to serve the needs of pedestrians and users of mobility devices. On the most common curb ramp designs, the top landing eliminates a tripping hazard by allowing pedestrians to pass around the curb ramp without the need to walk through it. The top landing also allows a user of a mobility device a space to make the turn between the curb ramp and the sidewalk. The top landing dimensions of 48" x 48" corresponds to a standard width requirement for pedestrian access and also provides sufficient space to turn a wheelchair. A cross slope in excess of 2.0% increases the difficulty of controlling the wheelchair while making a turn.
- **41.1% of the bottom landings of measured curb ramps had a cross slope in excess of 2.0%.** The bottom landing of certain types of curb ramps provides a level area for the wheelchair user to turn and align with the cross walk outside of the flow of traffic on the street. As with the ramp and the top landing, a cross slope in excess of 2.0% on the bottom landing increases the difficulty of controlling the wheelchair while making the turn.

- **52.9% of measured curb ramps had side treatments on the ramp that failed to meet PROWAG standards.** Side treatments on curb ramps are primarily intended to limit tripping hazards for walking pedestrians. Many ramps have triangular sides called “flares.” The flares are not intended to facilitate access by those using mobility devices, but are intended to mitigate a tripping hazard for those that are walking. To reduce that tripping hazard flares are required to have a slope no greater than 10%. Instead of flares, some curb ramps have small “returned” curbs or even no treatment at all. In such cases the PROWAG standards require that the curb ramp be bordered by a built obstacle or a ground cover that discourages pedestrians from walking across the curb ramp and tripping on the returned curb or side of the ramp.
- **55.1% of curb ramps did not have texture contrast (“truncated dome”).** Texture contrast is an important safety aid for those that are blind or have low vision. It is intended to be felt through the soles of the feet and provide a warning of a hazard. Truncated dome panels of texture contrast are made of plastic to provide a contrasting sound when struck with a cane. The bright contrasting color is intended to help those with low vision notice the truncated dome.



- **18.1% of curb ramps had a gutter slope in excess of 5.0% or a grade break from the ramp to the street in excess of 11.0%.** A gutter slope in excess of 5.0% can make it difficult for the wheelchair user to maintain momentum and proceed either up the ramp or across the street. In addition to the maximum slope, the differential slope or “grade break” between the street and the curb ramp is vital in determining if the user will safely make that transition. Many types of wheelchairs and mobility devices have foot rests and other features that extend forward of the front wheels. In such cases those features can catch on the curb ramp or street if the grade break exceeds 11%. This can potentially cause the wheelchair to tip over.

Overall, out of the 1,669 curb ramps measured to determine compliance, only 132 curb ramps, or 2.8%, were found to be fully compliant with all PROWAG ADA accessibility standards. Although this rate of full compliance is low, it is not unusual for the accessibility facilities within the public rights-of-way in many localities. There are several issues that have resulted in this very low rate of compliance.

- **Curb Ramps Built Before Current Standards** - Data from the self-evaluation shows that about 85% of all curb ramps on Clackamas County maintained roads were built before passage of the ADA and implementation of the PROWAG standards. About 3,963 out of the 4,745 on Clackamas County maintained sidewalks were built before the ADA standards were implemented.
- **Limited Right-of-Way** - Clackamas County roads and intersections are built in very limited spaces. In many cases Clackamas County roads were originally built with narrow right-of-way. Over time, those roads have expanded to serve higher traffic volumes. In addition, the space available in the road right-of-way is also used by critical features such as traffic signal masts or poles, overhead or underground utilities, storm water facilities, or fire hydrants. Space is also limited by the physical terrain or the presence of buildings. All the competing demands for space at intersections result in compromises that in some cases have sacrificed ADA accessibility to meet other system needs.
- **Terrain** – The varied terrain in Clackamas County can result in non-compliant curb ramps. Many sections of county roads with sidewalks have grades exceeding the maximum for a compliant curb ramp – 8.33%.
- **Meeting Standards** - The development of fully compliant curb ramps can be difficult within the context of typical project development procedures. All curb ramps include between 12 and 19 features that all must meet specific ADA requirements. As with most public works projects, curb ramps are the result of the combined work of many parties including consulting engineers, contractors and Clackamas County staff. All must make multiple decisions in the course of project development that determine if the resulting curb ramp will be ADA compliant. A very small error on the part of any of the parties can result in a curb ramp that is not ADA compliant. For example, the standard for a ramp slope is 1:12 or 8.33%, requiring a ramp length of 72” (6 feet) for a 6-inch curb height on level ground. If the ramp that is designed and built is 1 inch too short, 71 inches instead of 72 inches, the ramp will have a ramp slope of 8.5% and will fail to meet ADA standards.

Recognizing the complexity of building compliant curb ramps, case studies were conducted as part of the development of the ADA Transition Plan to identify the best approaches that could result in construction of compliant curb ramps. The results of that analysis were used to develop recommendations for process improvements that are described in Chapter 3, Removal of Barriers to Accessibility.

Self-Evaluation of Traffic Signals

The self-evaluation of traffic signals for ADA accessibility is complex. Some of the ADA accessibility requirements for traffic signals can be found in the PROWAG standards, but others are in the Manual of Uniform Traffic Control Devices (MUTCD), which is incorporated into the PROWAG standards by reference. The PROWAG standards only establish

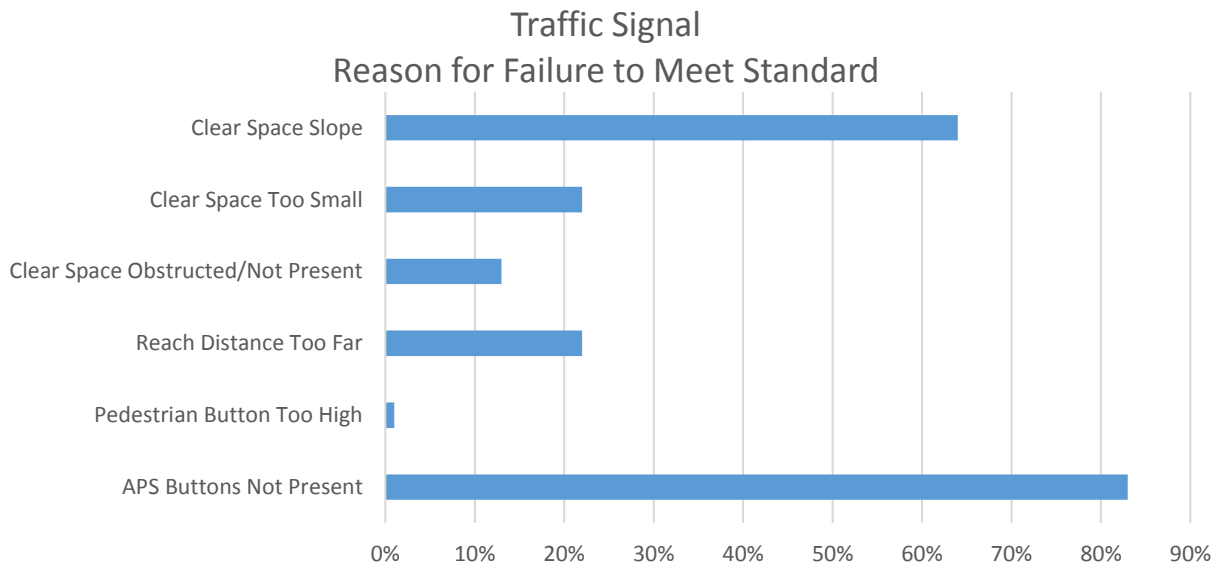


standards for reach distance, either forward reach or side reach. The MUTCD establishes other standards for features such as accessible landings, location of pedestrian buttons, use of Accessible Pedestrian Signal (APS) push button, and types of “ped heads” (the electronic warning signs that inform pedestrians when the pedestrian cycle is occurring).

The self-evaluation of traffic signal ADA accessibility was carried out by DTD staff in October 2016. Preliminary data was collected from the DTD traffic engineering staff to identify signalized locations, and information on the signal system phasing and number of crosswalks. Staff from DTD then went into the field to collect the required data for each signalized intersection.

There are 69 signal systems under county ownership of which 4 were under-construction at the time of field data collection. Data was collected at the 65 intersections with traffic signal systems that were not under construction to determine compliance. The following summarizes the findings from the traffic signal self-evaluation:

- Accessible Pedestrian Signal (APS) – There were 406 pedestrian push buttons found. Of these, 71 (17.5%) were APS push buttons; 82.5% were non-APS buttons.
- Push Button Height – Only 3 push buttons (0.74%) exceeded the maximum height allowed of 48 inches and none were lower than the minimum of 15 inches.
- Reach Distance – Of the 406 pedestrian push buttons found, 88 (21.7%) had a reach distance in



excess of 10 inches, the maximum under PROWAG for new facilities but within the standard for existing facilities.

- Clear Space at Push Button –360 locations required a clear space adjacent to the pedestrian push button. Clear space was provided in 315 of the required locations or 87.5%. In 33 cases (9.2%) the clear space was obstructed, meaning that a user of a wheelchair or other mobility device would not be able to reach the pedestrian push button. In 12 cases (3.3%) there was no clear space.

- Clear Space Dimensions – As noted above, unobstructed clear space was provided for 315 of the push buttons. Of those, the clear space at 246 (78%) was a minimum of 48 inches x 48 inches, meeting the requirements. The remaining 69 (21.9%) were less than the minimum dimensions.
- Clear Space Slopes – Under ADA, pedestrian facilities such as sidewalks or curb ramps should not have a cross slope (perpendicular to the direction of travel) in excess of 2.0%. That 2.0% requirement applies to both directions (both parallel and perpendicular to the direction of travel) on the top and bottom landings of a curb ramp or the push button clear spaces at a signalized intersection. Of the 315 clear spaces provided for push buttons, 188 (59.7%) had a slope in excess of 2% perpendicular to the push button while 200 (63.5%) had a cross-slope parallel to the push button in excess of 2%.

Summary of Self-Evaluation

The self-evaluation demonstrated that Clackamas County must make considerable progress to achieve the goal of equal access within the public rights-of-way. If we consider all facilities, including those built before the ADA was enacted, more than 4,500 curb ramps and 44 traffic signal systems must be improved or replaced to provide complete equal access per the requirements of the Americans with Disabilities Act. The following chapter describes the steps recommended to be taken by Clackamas County to achieve that goal.



Chapter 3

Removal of Barriers to Accessibility

Introduction

As described in Chapter 1, the ADA provisions require all local governments to provide the same access to all public facilities for those with disabilities that is provided for those without disabilities. This sweeping requirement is difficult to meet for a large local government such as Clackamas County. Due to the number of barriers to accessibility in the county rights-of-way and very limited funding, reaching a state of full compliance, including facilities built before the ADA was enacted, will require many years. This chapter, which describes the steps that Clackamas County will take to achieve full accessibility within the unincorporated county right-of-way, focuses on four areas:

1. Adoption of a schedule and budget for removal of barriers to ADA accessibility,
2. Development and implementation of internal standards, specifications and procedures,
3. Monitoring progress on the implementation of the Transition Plan
4. Action Plan for the next four years

A required component of the ADA Transition Plan is the process for removing barriers to ADA accessibility, including a schedule and budget. There are several related issues that must be considered. These include:

- the state and federal regulations determining when removal of barriers to ADA accessibility must be incorporated other projects,
- county programs that typically result in accessibility improvements to facilities within the public rights-of-way,
- the rate of removal of barriers to accessibility in an average year, and
- an approach to prioritizing the removal of barriers.

State and Federal Requirements for Removal of Barriers to ADA Accessibility

The ADA Transition Plan must include a schedule and budget for removal of all barriers to ADA accessibility. This includes improvements to any non-compliant facilities that have been built since the passage of the ADA in 1990. But it also includes improvements to all facilities built prior to adoption of the ADA that are not accessible. Although this requirement seems like a burden on local government, it is in place due to the principle in the ADA of equality of access for all to any government facility, program or benefit. As a result, Clackamas County is required to plan for improvements to all 4,531 curb ramps that do not meet the ADA standards.

For local governments like Clackamas County, many of the improvements to ADA accessibility will be part of other transportation system maintenance or improvement projects. The following state and federal statutes provide direction regarding the removal of barriers to ADA Accessibility when other improvements are taking place.

Oregon Revised Statutes Chapter 447 – Standards and Specifications for Access by Persons with Disabilities – Section 447.310 sets minimum standards for curb ramps whenever a curb or

sidewalk is constructed, replaced or altered at any point in a block which gives reasonable access to a crosswalk.

28 Code of Federal Regulations 35.151 – requires that whenever streets, roadways or highways are altered, local governments shall provide curb ramps where the street level pedestrian walkways cross the curb. On July 8, 2013, the U.S. Department of Justice and the U.S. Department of Transportation issued a Joint Technical Assistance memo further explaining the requirements to provide curb ramps when streets are altered through resurfacing projects. The following is quoted from the Joint Technical Assistance memo to help clarify Clackamas County’s responsibilities:

“Where must curb ramps be provided? Curb ramps are needed whenever a sidewalk or other pedestrian walkway crosses a curb. Curb ramps must be located to ensure a person with a mobility disability can travel from a sidewalk on one side of the street, over or through any curbs or traffic islands, to the sidewalk on the other side of the street.

When are curb ramps not required? The ADA does not require installation of ramps or curb ramps in the absence of a pedestrian walkway with a prepared surface for pedestrian use. Curb ramps are not required in the absence of a curb, elevation, or other barrier between the street and the walkway.

What are the standards for alterations? An alteration is a change that affects or could affect the usability of all or part of a facility. Alterations of streets, roads, or highways include activities such as reconstructions, rehabilitation, resurfacing, widening and projects of similar scale and effect. Maintenance activities on streets, roads, or highways, such as filling potholes, are not alternations.

When is resurfacing considered to be an alteration? Resurfacing is an alteration that triggers the requirement to add curb ramps if it involves work on a street or roadway spanning from one intersection to another, and includes overlays of additional material to the road surface, with or without milling. Examples include, but are not limited to the following treatments or their equivalents: addition of a new layer of asphalt, reconstruction, concrete pavement rehabilitation and reconstruction, open-graded surface course, micro-surfacing and thin lift overlays, cape seals, and in-place asphalt recycling.

What kind of treatments constitute maintenance rather than an alteration? Treatments that serve solely to seal and protect the road surface, improve friction, and control splash and spray are considered to be maintenance because they do not significantly affect the public’s access to or usability of the road. Some examples of the types of treatments that would normally be considered maintenance are: painting or striping lanes, crack filling and sealing, surface sealing, chip seals, slurry seals, fog seals, scrub sealing, joint crack seals, joint repairs, dowel bar retrofit, spot high-friction treatments, diamond grinding, and pavement patching. In some cases, the combination of several maintenance treatments occurring at or near the same time may qualify as an alteration and would trigger the obligation to provide curb ramps.”

County Programs Resulting in ADA Accessibility Improvements within the Public Right-of-Way

There are currently five county programs that can result in new or altered ADA accessibility features in the public rights-of-way. These programs have a variety of legal mandates and funding sources.

Land Use & Development Permitting

The Land Use & Development Permitting Program in DTD reviews development applications to ensure the proposals meet the transportation requirements of local codes and ordinances, including for providing ADA accessibility features within public rights-of-way as required by the PROWAG standards and state and county ordinances. Under this program, development plans are submitted by private parties for permitting approval. These improvements must be provided on any proposed public right-of-way, sidewalk or multi-use path proposed as part of the development. The ADA accessibility improvements are required to be built to PROWAG and county standards and accepted by the county as an addition to the public rights-of-way. This program can result in new ADA accessibility features on new roads or facilities, the addition of ADA accessibility features where required and in some cases, improvement of existing ADA accessibility features to full compliance with the county and PROWAG standards. Traffic signals can also be improved as a condition of approval. During the past three years, this program has resulted in 65 new or replacement curb ramps, an average rate of about 22 per year. Traffic signal improvements occur on a case-by-case basis.

Transportation Maintenance

The Transportation Maintenance Program is responsible for maintaining the integrity and safety of the entire county transportation system, including roads, bridges and signs. As noted earlier, sidewalks are the responsibility of the abutting property owner. However, sidewalks and curb ramps within intersections are fully within county right-of-way and fall under Transportation Maintenance responsibility. Transportation Maintenance annually carries out road maintenance projects that trigger requirements for ADA accessibility improvements. However, ADA accessibility improvements are only required in locations with existing pedestrian facilities or when pedestrian facilities are added. In such locations, curb ramps and accessible traffic signal features are required to be added or brought up to PROWAG standards.

Transportation Construction

The Transportation Construction Program is responsible for development of projects on the five-year Transportation Capital Improvement Program, which can be funded by federal, state or county funds. The Transportation Construction Program can also serve as the project development/construction arm of the Clackamas County Development Agency. Regardless of the funding source, the requirements for ADA accessibility described previously apply for projects that either create or alter pedestrian facilities. In recent years, the Transportation Construction Program has been the largest builder of new or altered curb ramps and traffic signals with an average of 30 curb ramps per year improved or created and traffic signals up-graded on a case-by-case basis.

Health, Housing and Human Services – Community Development

The Clackamas County Department of Health, Housing and Human Services (H3S) administers HUD Community Development Block Grant funds to support programs or accomplish projects identified in

the Five-Year Consolidated Plan. The Community Development Program works with local governments and other organizations to provide funds to help develop public facilities (such as senior centers or recreation facilities) as well as CDBG-eligible infrastructure improvements including water system, street and sidewalk improvements. Curb ramps are an eligible project under CDBG and the Community Development program has done several in recent years. Traffic signal improvements are not typically eligible for CDBG funding.

Special Fund for ADA Curb Ramp Improvements

Anticipating the need for improvements to curb ramps, the Board of County Commissioners included in the DTD budget for FY2016/17 a special fund of \$180,000 for improvements to curb ramps that are not programmed for improvement in any other project. This special fund was also proposed for inclusion in the budgets for the upcoming three years. These funds will be sufficient to improve between 15 and 20 additional curb ramps each year beyond those included in other projects. Were this additional funding allocation to be continued until all curb ramp improvements are complete it would reduce the time required from 70 years to 54 years.

Summary of County Programs

Across all five county programs described above, an average of 85 curb ramps will be built or altered in Clackamas County each year. There are 44 traffic signal systems under county jurisdiction requiring improvement that will be addressed in the course of existing projects.

Prioritization of Curb Ramp Improvements

The ADA requires that each local government identify priorities for making needed improvements to accessibility features that do not comply with the ADA standards, but gives governments broad discretion in the approach to the prioritization. Clackamas County DTD sought public input to help establish the priorities for improvements to curb ramps. Between April and June 2016, a questionnaire was distributed both online and as a paper handout to secure input from those with disabilities on their priorities for improvements to curb ramps.

The highest priority identified was the lack of a curb ramp at a location where pedestrians are required to cross the curb. Respondents identified the following priorities:

First priority -- Curb ramps missing at intersections / mid-block crosswalks, due to the importance of those locations for pedestrian travel. The self-evaluation identified 1,566 locations at intersections or mid-block crosswalks in unincorporated Clackamas County right-of-way at which curb ramps are required but not present.

Second priority -- Curb ramps with a fixed object obstructing the ramp or the landing. The self-evaluation identified 1,352 locations at which the curb ramps would not serve the needs of those with disabilities due to a fixed object that obstructed the ramp or landing, or the lack of a required element.

Third priority -- Curb ramps that were not obstructed and included all required elements but failed to meet ADA standards.

Those with disabilities were also asked the type of street that should be the highest priority for improvement. A majority selected high traffic arterial streets as the highest priority, lower traffic collector streets as the second priority and residential streets as the third priority.

The self-evaluation also identified 351 locations that lack a required curb ramp on “orphan” sidewalk segments less than one block in length. Such very short sidewalk segments are not connected at either end to the sidewalk network and do not enhance pedestrian mobility. Staff identified locations requiring curb ramps on such orphan sidewalk segments to be the lowest priority that should not be improved until the sidewalk segment is connected to the sidewalk network.



Based on the input received from those with disabilities, the following table was created showing the broad priorities for improvements to curb ramps to be undertaken outside scheduled projects. Within each of the priority groups, curb ramps facilitating access to state and local government facilities, transportation facilities, places of public accommodation and employers would have a higher priority over those serving other areas.

Curb Ramp Priorities for Improvements – Priority (number of curb ramps)

Street Functional Classification	Curb Ramp Missing at an Intersection or Mid-block crossing	Non-Functional Curb Ramps	Curb Ramp Failed to Meet PROWAG Standards	Curb Ramp Missing on “Orphan” Sidewalk Segments
Arterial	1 (350)	2 (566)	3 (789)	10 (84)
Collector	4 (193)	5 (244)	6 (222)	11 (31)
Connector/Local	7 (1,023)	8 (542)	9 (465)	12 (236)

Schedule and Budget for Removal of Barriers to ADA Accessibility

Schedule -- The self-evaluation described in Chapter 2 determined that, as of August 2016 there were 4,531 curb ramps within Clackamas County unincorporated rights-of-way that must be replaced or altered to remove all barriers to ADA accessibility. Based on current funding and project commitments, the department estimates that all curb ramp locations in the three highest priority groups above can be improved within 12½ years. Improvements to curb ramp locations on the collector streets in priority groups 4 to 6 above would be completed within an additional 10 years. Improvements to curb ramps in priority groups 7 to 12 would require an additional 47.5 years. Assuming the county continues the current rate of 65 curb ramps per year, it would take 70 years to bring all curb ramps to full compliance with ADA standards. If that program begins in 2017, it will be complete in 2087.

Budget -- Determining a budget for improving curb ramps that are barriers to accessibility is challenging. To date, county practice has been to bring ADA accessibility features up to standard when other

improvements are underway. Based on current rates for labor and materials, construction of a curb ramp may only cost around \$7,500 each. However, curb ramps include a cost for design as well as higher costs for review and inspection by County staff. Information from other localities is that average cost of construction per curb ramp -- including all administration, design, review, right-of-way, traffic control and inspection -- is about \$11,000. Using that figure, the total budget for bringing all curb ramps (regardless of when they were built) to full compliance with ADA standards would be \$49.84 million in 2016 dollars. If Clackamas County continues past practice of minimizing budget commitments by only improving curb ramps in conjunction with other capital and maintenance projects the schedule for removal of all barriers to accessibility is 70 years. Given the funding limitations experienced by the county this has been the best approach to meeting needs for accessibility improvements. Increases in funding under consideration at local or state levels could provide additional resources for transportation. These increases in funding may make it possible for the county to provide on-going funding for accessibility improvements which would result in a more rapid schedule for the removal of all identified barriers to accessibility.

- Funding commitment of \$180,000 per year would reduce the schedule to 54 years.
- Funding commitment of \$360,000 per year would reduce the schedule to 47 years.
- Funding commitment of \$540,000 per year would reduce the schedule to 40 years.
- Funding commitment of \$720,000 per year would reduce the schedule to 33 years.
- Funding commitment of \$900,000 per year would reduce the schedule to 26 years.

In addition, it should be noted that increased funding for roadway maintenance and capital projects would result in additional improvements to curb ramps and traffic signals. Although the number improved cannot be quantified at this point, it would help the county move forward more quickly in removing barriers to accessibility.

The department is already taking several steps that should allow it complete improvements to all curb ramp locations in priority groups 1 to 3 within 12½ years and to priority groups 4 to 6 within the following 10 years. These steps include:

- Capital Projects – Projects currently in the Five Year Transportation Capital Improvement Program will result in improvements to 218 curb ramp locations and about half of the traffic signal systems requiring modifications. These improvements are exclusively in the top three priority groups described above.
- Curb Ramp Improvement Program – if funded through FY2021 this program will result in the improvement of 80 curb ramp locations from the top three priority groups.
- Retrofit with Truncated Dome - It should also be noted that there are about 300 curb ramps identified during the self-evaluation that met all PROWAG standards with the exception of the presence of required texture contrast (truncated dome). The Oregon Department of Transportation and other localities in the Portland region have found that it is possible to retrofit curb ramps with truncated dome using maintenance staff, which would decrease the time and cost estimates described above. While these curb ramps are scattered across all portions of the county road network, at least 250 are on the arterial streets and fall into the top three priority groups.
- Through these sources, the department estimates that 670 curb ramps will be improved in the next 5 years in the top three priority groups. This total represents 40% of the total need in those

priority groups. Continued efforts at the same rate would complete all required improvements in the top three priority groups within 12½ years. Improvements to curb ramp locations on the collector streets in priority groups 4 to 6 above would be completed within an additional 10 years.

Estimating a future budget to bring traffic signals up to ADA accessibility standards is more complex. Traffic signals have a broader variety of possible improvement types with greater cost variation. Our analysis showed that there are three main points of failure for the traffic signals.

- Failure to provide an adequate push button clear space is the most common with 44 or 63.5% of traffic signal intersections failing to meet those requirements. DTD traffic engineering staff estimates that improvements to the push button clear space (including improvements to the associated curb ramps) would cost \$100,000 per intersection, or \$4.4 million for all 44 intersections. At an average of 8 curb ramps per signalized intersection, that expenditure would have the added benefit of improving 352 curb ramps.
- There are 8 intersections that will require installation of APS buttons to meet ADA standards with a total cost for all 8 intersections of \$100,000.
- Only 8 pedestrian push buttons failed to meet ADA standards for either reach distance or button height. Correcting these problems are inexpensive and can be carried out by transportation maintenance staff at an estimated cost of less than \$10,000.

Overall, the estimated budget to improve the traffic signals under county jurisdiction to meet ADA standards is \$4.5 million. Given there are only 44 intersections with traffic signals under county jurisdiction that require improvement, and the variation in the types of projects carried out by the county each year, it is hard to identify an average rate at which improvements could take place. But given recent history, it is anticipated that it will take no more than 10 years to bring all remaining intersections up to full compliance with ADA standards.

Standards, Specifications and Procedures

Standards, specifications and procedures must be in place to ensure that all curb ramps and traffic signals are constructed to provide ADA accessibility consistent with the PROWAG standards. Given the scarce resources available to Clackamas County for removal of barriers to accessibility, development of every curb ramp and traffic signal to meet PROWAG standards is a very high priority. Recognizing this, the efficacy of the standards, specifications and procedures used by DTD for designing and building curb ramps and traffic signals was assessed during the development of this ADA Transition Plan. This was accomplished by conducting case studies of recent projects. These case studies focused on curb ramps as the area of greatest concern. The approach for the case studies was to compare both the final design and the measurements of the curb ramps as built with the PROWAG standards. Project managers, construction managers and field inspectors were then interviewed to identify the sources of departure from the PROWAG standards. Findings were discussed with the Project Management Team for the ADA Transition Plan to identify additional steps that could be taken to improve DTD's success in building curb

ramps that are compliant with PROWAG standards. The following describes areas for improvement that were identified:

Standards and Specification

1. **PROWAG Standards**

The specific version of the PROWAG standards should be identified in the county Road Standards. There have been several versions of the PROWAG standards. The standards are incorporated into the county Road Standards by reference, but it

is not clear which version of the standards are to be used. The case studies showed that some ramps were designed and built to the 2010 standards, rather than the 2012 standards currently in effect.

2. **County Road Standards**

The County Road Standards should correctly identify current requirements and present reasonable alternatives to achieve compliance. Several changes to the County Road Standards would result in improved compliance with ADA standards, including:

- a. Requiring the use of transition panels between the required curb ramp and existing sidewalks to reduce issues with non-compliant slopes and cross-slopes.
- b. Adding several curb ramp designs that are not common in the county, but would help address steep terrain and limited right-of-way -- the most difficult problems faced in Clackamas County. Presentation of additional alternatives should help consulting engineers to find alternatives that will result in compliant curb ramps in difficult situations.

3. **Training**

The PROWAG standards are complex and confusingly presented in published and online documents. Employees of DTD, particularly those with responsibilities for project management, design review and field inspection, should receive training to increase their knowledge of the standards and their application. Identification and training of ADA experts in design review and field inspection could also help improve compliance.

4. **Checklists**

Checklists should be developed for consultants and contactors as well as DTD staff in project management, design review and field inspection roles to help all parties more accurately assess curb ramp compliance at each step in the process. It would also provide better documentation and enable better communication on ADA compliance issues with consulting engineers and contractors.



Procedures

Improving these procedural issues could increase the compliance rate for new curb ramps:

1. **Scoping**

A scoping meeting with consulting engineers and contractors at the construction site and resulting documentation would clarify the requirements for each curb ramp including expected design and approaches required to achieve compliance, as well as any issues that may call for special treatment.

2. **New curb ramps versus alterations**

The PROWAG standards for new curb ramps are somewhat different from the standards for alterations. Throughout the design and construction process both consultants and staff should clearly identify the curb ramps that are new in contrast to those that are alterations to help ensure application of the correct standards.

3. **Design review responsibility**

DTD policies should be revised to clarify who is responsible for review of curb ramp plans for compliance with PROWAG standards.

4. **Exceptions policy**

An exceptions policy for the PROWAG standards should be adopted that identifies documentation requirements and the approval process for exceptions. The PROWAG standards allow exceptions for new curb ramps or traffic signals under very limited circumstances and require those exceptions to be documented. The standard for exceptions on alterations are somewhat broader but still require documentation and specific sign-off.

5. **Field inspection**

Establish checkpoints and procedures for the field inspection process to ensure that properly designed, PROWAG-compliant ramps are constructed as designed. Even when design drawings show PROWAG-compliant curb ramps, they are often not built as designed, resulting in non-compliant curb ramps. There are two key check points identified by DTD engineering and field inspection staff at which county involvement can greatly increase the likelihood that ADA compliant curb ramps will be built.

- a. The first point is the “forms inspection.” The forms should be inspected prior to pouring concrete to ensure that they correspond to the approved design. Collection of specific measurements at this point would help determine if the curb ramp was being built as specified in the drawings.
- b. The second point is the “post-build inspection.” In this step the DTD field inspector should measure every aspect of each curb ramp to ensure that the built product actually complies with PROWAG requirements and the approved design.

6. **Accountability for Consultants and Contractors**

Clackamas County should adopt a policy that clearly assigns cost responsibility in contracts to ensure that consultants and contractors are accountable for costs associated with re-designing or reconstructing curb ramps that do not meet PROWAG standards due to an error by the consultant or contractor.

Monitoring Removal of Barriers to Accessibility

Establishing processes for monitoring removal of barriers to accessibility has been identified as a “best practice” for achieving compliance with ADA standards by the Federal Highway



Administration. Achieving full ADA compliance is a large task that will take many years to complete. Annual processes for tracking progress can help Clackamas County and DTD remain focused on the goal. Monitoring allows the process to move forward making best use of existing resources, and enables staff to determine progress towards full compliance, identify issues as they arise, and report on progress to the Board of County Commissioners and the public. Since the Clackamas County Transportation Maintenance Division is the administrative owner of county transportation facilities, we recommend that the monitoring files / databases and reporting responsibilities take place through that division.

The following activities have been identified as best practices for implementing and monitoring the removal of barriers to ADA accessibility.

1. Updated Inventory – As projects are completed that include curb ramps or traffic signal accessibility features, those features should be measured to ensure compliance and the data added to the computerized inventory established during the self-evaluation for this ADA Transition Plan.
2. Updating the Online Accessibility Data – As improvements are made the county should update the online accessibility data to provide information to the public regarding progress in achieving ADA Transition Plan goals.
3. Annual Evaluation Report – DTD should assess and report to the Board of County Commissioners and the public on progress toward removing barriers to accessibility.
4. Review of Requests and Grievances – The ADA coordinator should review all requests for ADA improvements or grievances that have been received throughout the year and evaluate responsiveness and decision-making.
5. Work Program – Each fall, a work program should be developed identifying the barriers to accessibility that will be removed in the coming construction season through all programs and funding sources.

Action Plan for the Next Four Years

The next four years are critical for Clackamas County in the long-term process of achieving full accessibility within the public rights-of-way. During this period, changes to budget, programming, standards and procedures must all be made and become part of the accepted annual work flow for DTD and county decision-makers. The following describes the steps to be undertaken.

Design

Develop changes to County Road Standards by working in partnership with all effected divisions. These will include improvements in the measurements shown on design drawings, as well as improvements in the drawings to include additional curb ramps types, and inclusion of PROWAG requirements that are not current included.

1) Policies

The following policies should be developed:

- Develop and adopt an exception policy. The ADA does allow exceptions to the requirements for accessibility, but only under unusual circumstances. For new facilities exceptions are allowed when extreme terrain or historic structures make it impossible

to meet the standards. In such cases, the accessibility feature is required to meet the requirements in as many features as possible. The requirements for an exception to an altered accessible feature are somewhat broader. In either case the exception must be approved by the Implementing Official and documented in the files for ADA accessibility.

- Policies requiring design engineers to change designs that are found to be not compliant with the PROWAG standards, and
- Policies requiring contractors to correct accessibility features that are properly designed but incorrectly constructed, resulting in non-compliance with ADA standards.

Consideration should be given to adopting standards below the PROWAG standards to provide a construction tolerance for new or altered accessibility features.

2) Checklists

Develop checklists for use by design engineers, county review staff, contractors and county field inspection staff to facilitate checking of every type of accessibility feature against the PROWAG standards for that feature.

3) Training

Conduct training for county staff, design engineers and contractors using the checklists to enable all participants to have a clear understanding of all the standards and their application in future projects.

4) Inclusion of PROWAG requirements

The review of County Road Standards identified several PROWAG standards not incorporated in the current version of the road standards. These included the PROWAG requirement of a top landing for every ramp, standards for bus stops within the public right-of-way, and for provision of ADA accessible temporary access when construction blocks the permanent Pedestrian Access Route.

Development

1) Scoping

Develop a scoping process specifically concerning the accessibility features of every project.

2) New or Altered Accessibility Features

Due to differences in the standards, prior to procurement of engineering services and bid-letting identify every accessibility feature as “New” or “Alteration” to clarify the standards that will be applied for design review and field inspection.

3) Review

Alter the approach to assigning review responsibilities for accessibility features to ensure clarity regarding those responsibilities.

Construction

1) Improvements to Curb Ramps and Traffic Signals through Currently Programmed Projects

Proceed to improve 218 curb ramps that have been identified in the five-year Transportation Capital Improvements Program. Improvements to achieve accessible curb ramps and traffic signals have mainly taken place through projects by the DTD Transportation Construction and Transportation Maintenance divisions. An analysis of the adopted FY2014/15 to FY2018/19 Five-Year Transportation Capital Improvements Program shows that 218 curb ramps will be improved through projects currently programmed but not complete.

2) Improvements to Curb Ramps through Special Budget Allocations

Move forward as quickly as possible to select the locations to be improved based on the priorities identified in this plan and develop the procedures for designing and constructing the improved curb ramps. Recognizing the large number of curb ramps that would need to be improved, the Board of County Commissioners and county management included a special budget allocation of \$180,000 per year for FY2016/17 for the development and construction of new curb ramps, with this budget item proposed to be included in the following three fiscal years as well. This budget allocation will enable DTD to improve between 15 and 20 curb ramps per year or around 70 for the four-year period. Continued budget allocation of similar amounts will reduce the length of time required to remove all curb ramp barriers to accessibility from 70 to 49 years.

May 4, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Tri-County Metropolitan Transportation District of Oregon (TriMet) for Oregon Department of Transportation Special Transportation Formula Discretionary Funds for services
for Clackamas County Seniors and People with Disabilities

Purpose/Outcomes	Intergovernmental Agreement with Tri-County Metropolitan Transportation District of Oregon (TriMet) to provide funding for transportation services to seniors and/or people with disabilities residing in Clackamas County.
Dollar Amount and Fiscal Impact	The total agreement is \$370,232. The agreement is funded through the TriMet agreement with the Oregon Dept. of Transportation.
Funding Source	State Special Transportation Formula Discretionary Funds - no County General Funds are involved.
Duration	Effective October 1, 2016 and terminates on June 30, 2019
Previous Board Action	010716-A1 on 1/7/16
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S-8295

BACKGROUND:

The Social Services Division of the Health, Housing, and Human Services Department requests approval of an Intergovernmental Agreement with Tri-County Metropolitan Transportation District to pass through Oregon Department of Transportation Special Transportation Formula Discretionary (STF-D) Funds for services provided by Clackamas County Social Services Division, Transportation Reaching People program (TRP). This agreement is a result of the STF-D grant application submitted in January, 2016.

TRP is part of the Clackamas County Transportation Consortium which currently includes 25 agencies consisting of elderly and disabled (E&D) transportation providers, advocates and five transit agencies. With the completion of the Regional Elderly and Disabled Transportation Plan, the Consortium was designated as the local coordinating council for Clackamas County. This Agreement will provide funding for TRP in the amount of \$370,232 for enhanced transportation services. Transportation services are offered to area seniors and persons with disabilities that have limited or no access to public transportation.

The initial three-year agreement will be to develop a dedicated non-emergency transportation service (\$193,553) and a dedicated dialysis transportation service (\$176,679) for a total contract of \$370,232. The Agreement provides funding for (1) full-time driver and other program support. No County General Funds are involved. This STF-D funding will fund these projects with Clackamas County Social Services Division, Transportation Reaching People program for FY16/17, FY17/18 and FY18/19.

This agreement is late due to TriMet not being able to release it until the ODOT contract was fully executed; this resulted in the delay. The agreement was reviewed and approved by County Council on April 3, 2017.

RECOMMENDATION:

We recommend the approval of this Agreement and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
AGREEMENT GO170822EV
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION
SPECIAL TRANSPORTATION FUNDS
ODOT GRANT AGREEMENT NO. 31563**

PARTIES:

1. Tri-County Metropolitan Transportation District of Oregon (TriMet)
2. Clackamas County (Provider)

RECITALS:

1. Pursuant to ORS Chapter 391, TriMet is designated to distribute to "providers of transportation," as that term is defined in ORS 391.830(6), State of Oregon Department of Transportation (ODOT), Public Transit Section (Section), Special Transportation Funds (STF) for the purposes set forth at ORS 391.830(4). Provider is a "provider of transportation" in Clackamas County. ODOT, through its Public Transit Division, awarded TriMet a Fiscal Year 2017-2019 Special Transportation Fund (STF) Grant (Grant Agreement). A proposal for STF funding to Provider has been approved by ODOT Grant Agreement No. 31563 (Attachment 1). Notwithstanding any term of provision of the Grant Agreement, the maximum amount of STF funds to be disbursed to Provider under this Agreement shall not exceed \$370,232.
2. Pursuant to OAR 732-005-0061, TriMet and Provider enter into this Agreement for the sole purpose of disbursing the approved STF funds to Provider for Provider's accomplishment of the Project.

AGREEMENTS:

1. General

Provider agrees to comply with and use the STF funds in accordance with the terms of this Agreement including the terms and conditions of the Grant Agreement, ORS 391.800 through 391.830, and the provisions of OAR Chapter 732 as may be amended, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Provider under this Agreement are set forth in Exhibits A, B, and C which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: This Agreement form; Exhibit A; Exhibit B; Exhibit C. This Agreement is subject to any agreements made between ODOT and TriMet regarding disbursement of the STF funds, and shall be amended to incorporate those changes.

Provider agrees to comply with all sub-recipient monitoring policies, procedures and other requirements that may be established by TriMet, including but not limited to Title VI compliance.

Provider shall not be relieved of any responsibility for performance of Provider's duties under this Agreement, regardless of any subcontract entered into. Provider shall require any subcontractor performing services under this Agreement to enter into a written agreement with Provider before the commencement of services, which shall require the subcontractor to comply with ORS 391.800 through 391.830, OAR Chapter 732, as may be amended, and the terms of this Agreement. Provider shall specifically include in all subcontracts a requirement that the subcontractor shall be bound by the following paragraphs of this Agreement as if the subcontractor were the Provider: Paragraphs 2 through 4, and 6(B).

2. Audit Requirements/Financial Management Procedures

STF funds disbursed by this Agreement shall be specifically addressed in Provider's annual audits, and the terms of Exhibit A shall apply. TriMet may request additional information including, but not limited to, audits of specific projects or services. Provider will adhere to financial management procedures in accordance with Oregon and other applicable laws, and specifically as provided by ORS 391.800 through 391.830 and OAR Chapter 732 in addition to the requirements set forth in Exhibit A.

Provider shall comply with applicable federal, State of Oregon and Clackamas County accounting, billing and reporting requirements applicable to use of the STF funds.

3. Reporting Requirements

Provider shall submit progress reports to TriMet via the established process for posting on the TriMet website that meets the requirements of Exhibit A and Exhibit C. The reporting period shall commence on the date TriMet disburses any STF funds to Provider. Reports shall be due within 30 days following the end of each quarter, or as otherwise directed by TriMet. Copies of the reports shall be sent to:

Hannah R. Quinsey
TriMet
1800 SW 1st Avenue, Suite 300
Portland, Oregon 97201
quinseyh@trimet.org

TriMet may require additional reporting information from the Provider, in TriMet's sole discretion.

4. Withholding of Funds

In addition to any other provisions of this Agreement including but not limited to Exhibits A and C, TriMet may withhold payment of STF funds if the funds are not being used in accordance with ORS 391.800 through 391.830, the Section's OARs or this Agreement, all required reporting has

not been submitted, or there are any unresolved audit findings relating to the STF. Provider shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STF funding requirements hereunder by Provider, and shall, upon breach of conditions that require TriMet to return funds to the Section, hold harmless and indemnify TriMet for an amount equal to the funds required to be repaid plus any additional costs incurred by TriMet.

5. Discrimination Prohibited/Compliance with Laws

Provider certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Provider receives STF funds. Provider shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.

Provider shall comply with all applicable federal, state and local laws, rules and regulations applicable to the work hereunder, including without limitation, provisions required in public contracts under ORS Chapter 279, civil rights laws and all requirements established by the Americans with Disabilities Act of 1990 and FTA regulations at 49 CFR Parts 37 and 38, and all provisions of this Agreement.

6. Independent Contractor/Indemnification

(A) Provider is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Provider shall have sole control and supervision over the manner in which the Project is performed, subject only to consistency with the terms of this Agreement, and shall be responsible for determining the appropriate means and manner of executing the Project. Neither Provider, nor its officers, directors, employees, subcontractors or volunteers, are officers, employees or agents of TriMet as those terms are used in ORS 30.265. Neither Provider, nor its directors, officers, employees, subcontractors or volunteers, shall hold themselves out either explicitly or implicitly as officers, employees or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

(B) The parties agree that TriMet shall have no liability of any nature in connection with the Provider's use of the Funds or Provider's provision of transportation services. To the fullest extent permitted by law, Provider agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of Provider, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. The provisions set forth in this subparagraph (B) shall survive termination or

expiration of this Agreement.

7. Vehicle/ Operator Requirements

Provider shall ensure that all drivers of equipment have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Provider shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

Provider shall perform criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers.

8. Funding

(A) In consideration of the agreements made by Provider under this Agreement, upon execution of this Agreement, TriMet shall disburse to Provider funds as outlined in Exhibit C.

(B) Provider shall document eligible use of STF funds through the reports submitted to TriMet's Project Manager in accordance with Exhibits A and C. The final quarterly report shall be due no later than July 30, 2019. TriMet may, in its sole discretion, suspend disbursement of funds for Provider's failure to submit timely reports or to adequately document eligible use.

(C) In addition to any other remedies provided for under this Agreement, any STF funds disbursed to Provider under this Agreement that are not expended by Provider in accordance with the terms of this Agreement by June 30, 2019 shall be returned to TriMet. Provider shall return any unexpended Funds by paying to TriMet the amount of unexpended Funds no later than 7 days after the earlier of expiration or termination of this agreement. Provider agrees that TriMet shall have the right in its sole discretion to deduct the amount of any unexpended Funds owed to TriMet under this Agreement, from any future payment from TriMet to Provider under any contract or agreement, present or future, between TriMet and Provider. The repayment remedies provided for in this subparagraph C are not exclusive remedies, but are in addition to any other remedies available to TriMet under this Agreement or by law or equity. The provisions set forth in this subparagraph C shall survive termination or expiration of this Agreement.

9. Term

This Agreement shall be in effect from October 1, 2016 through June 30, 2019, unless the Agreement is terminated earlier as provided in this Agreement.

10. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

TriMet:

Hannah R. Quinsey
TriMet
1800 SW 1st Ave., Suite 300
Portland, Oregon 97201
503.962.4912
quinseyh@trimet.org

Provider:

Teresa Christopherson
Clackamas County
PO Box 2950
Oregon City, OR 97045
503.650.5718
teresachr@clackamas.us

11. Assignment/Subcontracts

Provider may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by TriMet.

12. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

13. Entire Agreement/Authority

This Agreement and the attached Exhibits A, B, and C constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of TriMet to enforce any provision of this Agreement shall not constitute a waiver by TriMet of that or any other provision.

If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

Provider:

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humbertson

Commissioner: Paul Savas

Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Dept.

Address: P.O. Box 2950, Oregon City, OR 97035
Phone/Fax: 503-655-8640 / 503-655-8889
Federal Employer ID Number: 93-6002286

Tri-County Metropolitan Transportation District of Oregon (TriMet):

By: _____

Title: _____

Date of Execution: _____

EXHIBIT A
SPECIFIC AGREEMENT PROVISIONS

Provider shall comply and require each of its subrecipients or subcontractors to comply with the provisions as set forth in this Exhibit A.

1. **Progress Reports.** Provider shall submit quarterly progress reports to State with a copy to TriMet's Project Manager no later than 30 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and TriMet and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at [http:// www.oregon.gov/odot/pt/](http://www.oregon.gov/odot/pt/). If Provider is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.TriMet.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of any local match contributions and expenditures (if applicable). TriMet reserves the right to request such additional information as may be necessary to comply with federal, State or TriMet reporting requirements.
2. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** TriMet shall disburse STF Funds to Provider after State reimburses TriMet in accordance with and subject to Paragraph 6(a) Disbursement Generally of the Grant Agreement between the State and TriMet.
 - b. **Conditions Precedent to Disbursement.** TriMet's obligation to disburse STF Funds to Provider is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. TriMet has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow TriMet, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Provider's representations and warranties set forth in Section 4 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iii. Provider is in compliance with the terms of this Agreement.
 - iv. All funds previously disbursed have been used in accordance with OAR Chapter 732.
 - v. Any audit findings relating to Provider's use of funds under this Agreement or any other agreement with the State or TriMet have been resolved.
 - c. **Recovery of Grant Funds.** Any STF Funds disbursed to Provider under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (Misexpended Funds) or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to TriMet. Provider shall return all Misexpended Funds to TriMet promptly in accordance with TriMet's written demand. Provider shall return all Unexpended Funds to TriMet within 5 days after the earlier of expiration or termination of this Agreement.
4. **Representations and Warranties of Provider.** Provider represents and warrants to TriMet as follows:
 - a. **Organization and Authority.** Provider is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Provider has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Provider of this Agreement (1) have been duly authorized by all necessary action of Provider and (2) do not and will not violate any provision of any applicable

law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Provider's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Provider is a party or by which Provider or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Provider of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Provider and constitutes a legal, valid and binding obligation of Provider, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Provider's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Provider nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Provider agrees to notify TriMet immediately if it is debarred, suspended or otherwise excluded from this federally- assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

5. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Provider shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and State standards for audits of municipal corporations, non-profit and for profit organizations as applicable. Provider shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), TriMet and their duly authorized representatives shall have access to the books, documents, papers and records of Provider that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary of State, USDOT, FTA, TriMet and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Provider shall permit authorized representatives of TriMet, State, the Secretary of State, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Provider as part of the Project, and any transportation services rendered by Provider.
- b. **Retention of Records.** Provider shall retain and keep and require its subrecipients and subcontractors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the STF Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, Provider, its subrecipients and subcontractors shall retain the records until

the questions are resolved.

- c. **Expenditure Records.** Provider shall document the expenditure of all STF Funds disbursed by TriMet under this Agreement. Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit TriMet to verify how the STF Funds were expended.
- d. **Audit Requirements.**
 - i. Provider shall at Provider's own expense submit to TriMet, and if requested by State or TriMet to the State of Oregon Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.TriMet.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of Provider(s), and any of Provider's contractor(s), or subcontractor(s) responsible for the financial management of funds received under this Agreement.
 - ii. Provider shall save, protect and hold harmless TriMet and the State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Provider acknowledges and agrees that any audit costs incurred by Provider as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Provider and TriMet or by the State.

6. **Provider Subagreements and Other Requirements**

- a. **Subagreements.** Provider may enter into agreements with contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Provider and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Provider of its responsibilities under this Agreement.
 - ii. Provider agrees to provide TriMet with a copy of any signed subagreement upon request by TriMet. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Provider to TriMet within ten (10) days of its being discovered.
- b. **Provider and Subagreement indemnity; insurance.**

Provider that is not a unit of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless State, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of Provider's officers, agents, employees or subcontractors ("Claims"). It is the specific intention that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the Provider from and against any and all Claims.

Neither Provider' nor any attorney engaged by Provider, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Provider is

prohibited from defending State or that Provider is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Provider if State elects to assume its own defense.

Provider shall obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- i. **Provider's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Provider's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). The subagreement shall specifically state that it is the specific intention that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Provider's subagreement(s) from and against any and all Claims.**

Any such indemnification shall also provide that neither Provider's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Provider's Subrecipients(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Provider's Subrecipient is prohibited from defending State or that Provider's subcontractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Provider's Subrecipient if State elects to assume its own defense.

Provider shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- c. **Procurements.** Provider shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

7. **Termination/Suspension**

- a. **Termination by TriMet.** TriMet may terminate or suspend this Agreement, in whole or part, effective upon delivery of written notice to Provider, or at such later date as may be established by TriMet in such written notice, under any of the following conditions, but not limited to those conditions:
 - i. Provider fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Provider is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. TriMet fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow TriMet, in the exercise of its reasonable administrative discretion,

- to continue to make payments for performance of this Agreement, or if TriMet determines to terminate or suspend for its own convenience; or
 - iii. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Provider takes any action pertaining to this Agreement without the approval of TriMet and which under the provisions of this Agreement would have required the approval of TriMet.
- b. **Termination by Provider.** Provider may terminate this Agreement effective upon delivery of written notice of termination to TriMet, or at such later date as may be established by Provider in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Provider; or
 - ii. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. **General Provisions**

- a. **Responsibility for Grant Funds.** In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Provider receiving STF Funds, pursuant to this Agreement shall assume sole liability for that Provider's breach of the conditions of this Agreement, and shall, upon Provider's breach of conditions that requires TriMet to return funds to the State, hold harmless and indemnify TriMet for an amount equal to the funds received under this Agreement; or if state or federal law limitations apply to the indemnification ability of the Provider of STF Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- b. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- c. **Duplicate Payment.** Provider is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, TriMet or any other party, organization or individual.
- d. **No Third Party Beneficiaries.** TriMet and Provider are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Provider acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Provider, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- e. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Provider's Project Manager or TriMet's Project Manager at the address or number set forth in Paragraph 10 Communications of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- f. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between TriMet and Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County in the State of Oregon. In no event shall this section be construed as a waiver by TriMet or by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- g. **Compliance with Law.** Provider shall comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Provider expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- h. **Insurance; Workers' Compensation.** All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Provider shall ensure that each of its contractor(s) and subcontractor(s) complies with these requirements. Provider shall indemnify and hold TriMet harmless including reasonable attorneys fees for breach of this provision.

EXHIBIT B

Provider and Subagreement Insurance Requirements

GENERAL

Provider shall obtain and provide, and require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, that the subcontractor obtain and provide the same insurance applicable to Provider for subcontractor's performance under its subagreement : i) insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of this Agreement and of any subagreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement and subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to TriMet. Provider shall not commence work under this Agreement, and shall not authorize work to begin under a subagreement until the insurance is in full force. Thereafter, Provider shall monitor continued compliance with the insurance requirements in its subagreements on an annual or more frequent basis. Provider shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Provider permit work under a subagreement when Provider is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Provider is a Party.

Provider shall comply with any requirements of TriMet with respect to Provider's compliance with these insurance requirements, including but not limited to TriMet issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to TriMet. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State and TriMet, and their respective officers, employees and agents as Additional Insureds but only with respect to the Provider's activities to be performed under the Agreement and, with respect to subcontractors, activities to be performed under their subagreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider and the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement for Provider, and the effective date of the subagreement for subcontractors, for a minimum of 24 months following the later of: (i) the Provider's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Provider's acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided under this Agreement with respect to Provider and the subagreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the Provider or subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Provider or subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the Provider or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The Provider or its insurer must provide 30 days' written notice to TriMet before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Provider shall submit to TriMet a certificate(s) of insurance for all required insurance before the commencement of performance of services. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT C

CLACKAMAS COUNTY

SUB-RECIPIENT CONTACT INFORMATION

- Name of Organization: Clackamas County Social Services Division, Clackamas County Transportation Consortium
- Contact Person: Teresa Christopherson
- Address: PO Box 2950, Oregon City, OR 97045
- Telephone: 503-650-5718
- E-Mail: teresachr@clackamas.us
- FAX: 503-655-8889

TRIMET PROJECT MANAGER

- Contact Person: Hannah R. Quinsey
- Address: 1800 SW 1st Ave., Suite 300, Portland, OR 97201
- Telephone: 503.962.4912
- E-Mail: quinseyh@trimet.org

TERM OF CONTRACT:

October 1, 2016 – June 30, 2019

TOTAL FUNDING:

\$370,232

PROJECT ACCOUNTING AND SPENDING PLAN

Recipient retains authority over costs and locations of STF funds within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.

REPORTING AND INVOICING REQUIREMENTS

In order to be reimbursed, recipient shall submit quarterly progress reports electronically to the TriMet project manager no later than 30 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and TriMet. Reports shall include:

- A statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures.
- A description project deliverables, tasks, and schedule completed for each quarter, including a description of how stated goals are being met.

TriMet and the State reserve the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

Recipient must provide appropriate reports to TriMet as prescribed. In a discretionary Agreement, Recipient must provide appropriate documentation in order to be reimbursed for expenses. Recipient must report vehicle condition quarterly and vehicle mileage during the fourth quarter of each year using a form acceptable to State.

Recipients may only be reimbursed for eligible expenses identified in project scope of work. All eligible charges must have occurred during term of contract stated above to be reimbursed. Payment reimbursement requests must be received by TriMet no later than 30 days after the expense or activity occurs.

For grant administration, submit all costs and supporting documentation (e.g. timesheets, hourly wages, and description of job title).

Vehicle Purchase:

Recipient will submit a request for reimbursement in a format provided by State. Requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement.

For labor, supplies, and training expenses, Recipient will provide a summary spreadsheet or payroll reports showing all expenses for reimbursement. Recipient must provide detailed payroll documents or invoices for review as requested by State.

Vehicle Maintenance:

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided or approved by State, or provide vendor invoices.

For labor, supplies, and training expenses, Recipient will provide a summary spreadsheet or payroll reports showing all expenses for reimbursement. Recipient must provide detailed payroll documents or invoices for review as requested by State

SCOPE OF WORK: TRANSPORTATION REACHING PEOPLE (TRP), DEDICATED DIALYSIS TRANSPORTATION

ODOT 2016 STF Discretionary Fund Award: \$193,553

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds dedicated dialysis rides for the Transportation Reaching People.

TRP, as a member of the Clackamas County Transportation Consortium, has been providing transportation services to seniors, (60+), and adults, (18+), with disabilities who reside in Clackamas County and whose transportation needs are not currently being met by other Clackamas County Transportation Consortium members or public transit services in the county since 1992 and as such as has a unique insight in meeting transportation needs for transportation disadvantaged residents.

This project would provide access to consistent, reliable transportation for dialysis treatment to "transportation disadvantaged" seniors and people with disabilities residing in Clackamas County. With reduced lead time for calls and a more responsive dedicated system; Riders would have better access to reliable transportation to and from dialysis appointments and not be inclined to modify their treatment schedule due to transportation issues.

This project will restructure the existing service delivery model of the Clackamas County Social Services TRP program to create a Dedicated Dialysis transportation service modeled after the Ride Connection Improving Dialysis Transportation program, provided by a full-time paid driver and a small group of Volunteer Drivers within the TRP program. As was found with the Ride Connection Dialysis study, TRP has been experiencing an increase in trip requests for dialysis transportation over the last 18 months which has resulted in a lack of capacity to provide other non-dialysis, non-medical, rides. The project will focus on the reduced lead time for scheduling medical/life-sustaining medical rides to expand the program.

While the initial efforts of this project would focus transportation services to 2 or 3 of the most utilized dialysis centers in Clackamas County such as DaVita Renal Centers in West Linn and Oregon City, as capacity is developed CCTC would bring on other medical centers in the region and services would be open to all Clackamas County elderly and/or persons with disabilities.

PROJECT BUDGET

Estimated Total Project Costs	
Type	Dollar Amount
Project administration expense	
Personal services (wages and benefits)	\$145,303
Facility (rent, janitorial, utilities, etc.)	
Professional services*	
Insurance, services and supplies (IT, travel, office expense, telecommunications, etc.)	
Item – Taxi Back-up	\$10,000
Volunteer Mileage Reimbursement	\$30,750
Item – Fuel	\$5,000
Preventative Maintenance expense	
Item - Maintenance	\$2,500
Total Cost	193,553

Source of Funds	Dollar Amount
2016 STF Discretionary	\$193,553
Total Cost	\$193,553

In-Kind Contributions	Value
In Kind Volunteer Driver hours	89,112
Total Value	\$282,665

PROJECT DELIVERABLES, TASKS, AND SCHEDULE

This project will restructure the existing service delivery model of the Clackamas County Social Services TRP program to create a dedicated dialysis transportation service modeled after the Ride Connection Improving Dialysis Transportation program, provided by a full-time dedicated dialysis paid driver, and a small group of dialysis volunteer drivers within the TRP program. Clackamas County Social Services will work with Ride Connection when implementing the dialysis project in Clackamas County. They will ensure a Ride Connection representative is a part of the planning and implementation process. Clackamas County Social Services will have a representative become an active member of Ride Connection's Dialysis Advisory Committee. Their service reports will be included in the regional planning process for improving dialysis services throughout the region.

Goals

- Free up the larger contingent of volunteer drivers to provide rides for shopping, personal business and nutrition to the balance of the senior and persons with disabilities served by the TRP program.
- Improve capacity in TRP's ability to provide services for additional ride purposes.
- Support the Coordinated Plan strategy of coordinating with dialysis facilities and E&D transportation consumers and their representatives to optimize trip planning and scheduling.
- Accommodate limited same day changes.
- Better meet the needs of the County's older residents undergoing dialysis by providing reliable transportation to and from dialysis treatment.
- Reduce lead time for calls and provide a more responsive dedicated system
- Assist riders in gaining better health outcomes and a higher quality of life as they undergo dialysis treatment by having access to consistent, reliable transportation.
- Enhance transportation supports available to seniors and people with disabilities living in the County looking to reduce and/or retire from driving but wishing to remain in their own home, engaged in their community. The possible added benefit of this project could be less time off from work by caregivers that would otherwise need to take time off to provide transportation to and from medical appointments to their loved one.

Deliverables

Restructure the existing service delivery model of the Clackamas County Social Services TRP program to create a Dedicated Dialysis transportation service modeled after the Ride Connection Improving Dialysis Transportation program. The project will hire one full time paid driver and will also use volunteer driver services as needed to meet the needs of our program.

Measurables

- In combination with the TRP Non-Emergency Medical Transportation project, reduce turn down percentage for other TRP rides from 30 to 18 percent by May 2018.
- Reduce lead-time to schedule a dialysis ride from 3 weeks to 2 weeks by September 2017
- Reduce lead-time to schedule a dialysis ride from 2 weeks to 4 days by January 2018

Projected Measurables	FY17 Projected	FY18 Projected	FY19 Projected
One way rides	3,900	3,900	3,900
Total miles	39,856	39,856	39,856
Miles per trip	12.75	12.75	12.75
Total paid driver hours	1,805	1,805	1,805
Total volunteer driver hours	1,305	1,305	1,305
Cost per trip	**	**	**
Number of individuals served	285	285	285
Vehicle Hours			

Vehicle Miles			
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Project Milestones

Milestone description	Estimated completion date
Dedicated Dialysis Driver (F/T) hired and trained	6/1/17
Dedicated Dialysis Volunteer Drivers complete dialysis specific training	9/1/17
Necessary lead-time to schedule a dialysis ride reduced to 2 weeks from 3 weeks	9/1/17
Necessary lead-time to schedule a dialysis ride reduced to 4 days from 2 weeks	3/1/18
Turn down percentage for other TRP rides reduced from 30% to 18%	6/1/18

CLACKAMAS TRANSPORTATION REACHING PEOPLE (TRP), NON-EMERGENCY MEDICAL TRANSPORTATION

ODOT 2016 STF Discretionary Fund Award: \$176,679

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds dedicated dialysis and non-emergency medical rides for the Transportation Reaching People.

The Clackamas County TRP programs provide transportation services to seniors and adults with disabilities who reside in Clackamas County and whose transportation needs are not currently being met by other Clackamas County Transportation Consortium members or public transit services in the county. In addition to transportation to locations within the County, rides are also provided to medical facilities within the Portland metropolitan area.

This project shifts the service delivery of the Social Services TRP program to create a Dedicated Non-emergency Medical transportation service utilizing a full-time paid driver as well as 3-4 volunteers to provide non-emergency medical transportation only. This service will be available to seniors and people with disabilities living in Clackamas County with limited access to transportation and no other resources available for needed Non-emergency Medical Transportation.

While the intent of this service is to provide a dedicated Non-emergency Medical Transportation that does not mean that if a rider needs to make a stop after treatment - such as to the pharmacy -

that they would need to return home and then schedule a different ride to go to the pharmacy. The intent is to build in flexibility to this transportation component that riders could stop on the way home from the doctor to pick up any prescribed medications, or any other goods need as a result of the medical visit.

While the initial efforts of this project would focus on transportation services to 2 or 3 of our most utilized medical centers in Clackamas County such as Willamette Falls Hospital complex, as capacity is developed we would bring on other medical centers in the region and services would be open to all Clackamas County elderly and/or persons with disabilities.

PROJECT COSTS

Estimated Total Project Costs	
Type	Dollar Amount
Project administration expense	
Personal services (wages and benefits)	\$143,304
Facility (rent, janitorial, utilities, etc.)	\$
Professional services*	\$
Insurance, services and supplies (IT, travel, office expense, telecommunications, etc.)	\$
Operations expense	
Volunteer Mileage Reimbursement	\$25,875
Item – Fuel	\$5,000
Preventative Maintenance expense	
Item - Maintenance	\$2,500
Total Cost	\$176,679

Source of Funds	Dollar Amount
2016 STF Discretionary	\$176,679
Total Cost	\$176,679

PROJECT DELIVERABLES, TASKS, AND SCHEDULE

This project shifts the service delivery of the Social Services TRP program to create a dedicated Non-emergency Medical Transportation (NEMT) service utilizing a full-time paid driver, and 3-4 volunteers to provide non-emergency medical transportation only. This service will be available to seniors and individuals with disabilities living in Clackamas County who have limited access to transportation and no other resources available for needed NEMT.

Clackamas County Social Services will be an active member of Ride Connection's Program and Provider Services Committee. Their service reports will be included in the regional planning process for improving medical transportation services throughout the region.

Goals

- Allow for increased coordination with medical facilities, E&D transportation consumers, and their representatives; allowing for optimization of trip scheduling to and from medical clinics.
- Provide safe, reliable transportation to seniors and persons with disabilities with no other resources available for needed Non-emergency Medical Transportation which could have the added benefit of better health outcomes and a higher quality of life for the participant.
- Free up the larger contingent of volunteer drivers to provide rides for shopping, personal business and nutrition to the balance of the senior and persons with disabilities served by the TRP program.
- Offer the ability to accommodate limited same day changes.
- Enhance transportation supports available to seniors and people with disabilities living in the County looking to reduce and/or retire from driving but wishing to remain in their own home, engaged in their community. The possible added benefit of this project could be less time off from work by caregivers that would otherwise need to take time off to provide transportation to and from medical appointments to their loved one.

Deliverables

Create a Dedicated Non-emergency Medical transportation service utilizing a full-time paid driver as well as 3-4 volunteers to provide non-emergency medical transportation only.

Measurables

- Reduce lead-time to schedule a NEMT ride from 3 weeks to 2 weeks by July 2017
- Reduce lead-time to schedule a NEMT from 2 weeks to 4 days by March 2018
- In combination with the Dedicated Dialysis Project, reduce turn down percentage for other TRP rides from 30 to 18 percent by July 2018

Projected Measurables	FY17 Projected	FY18 Projected	FY19 Projected
One way rides	4,101	4,101	4,101
Total miles	52,288	52,288	52,288
Miles per trip	12.75	12.75	12.75
Total paid driver hours	1815	1815	1815
Total volunteer driver hours	1919	1919	1919

Cost per trip	**	**	**
Number of individuals served	285	285	285
Vehicle Hours			
Vehicle Miles			

Project Milestones

Milestone description	Estimated completion date
Dedicated non-emergency Medical Driver (F/T) hired and trained	6/1/17
Dedicated non-emergency Medical Volunteer Drivers recruited	9/1/17
Necessary lead-time to schedule a medical ride reduced to 2weeks from 3 weeks	9/1/17
Necessary lead-time to schedule a medical ride reduced to 4 days from 2 weeks	3/1/18
Turn down percentage for other TRP rides reduced from 30% to 18%	6/1/18

RAIL AND PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Tri County Metropolitan Transportation District of Oregon**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **October 1, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2019** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$983,230.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$983,230.00** in Grant Funds for eligible costs described in Section 6 hereof.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or delivered to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a

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result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant

Tri County Metropolitan Transportation District of Oregon/State of Oregon
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Indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

b. Subagreement indemnity; insurance.

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements.

i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

10. Termination

a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

- i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding

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- under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- b. **Reserved.**
- c. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice

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mailed shall be deemed to be given when received.

- g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- h. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- i. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Tri County Metropolitan Transportation District of Oregon/State of Oregon
Agreement No. 31563

**Tri County Metropolitan Transportation
District of Oregon**, by and through its

State of Oregon, by and through its
Department of Transportation

By Neil McFarlane
(Legally designated representative)

By H.A. Gard
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Name NEIL MCFARLANE
(printed)

Date 21 Oct 2016

Date Oct. 19, 2016

APPROVAL RECOMMENDED

By _____

By Karyn Criswell

Name _____
(printed)

Date 10/03/2016

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$150,000)

APPROVED AS TO LEGAL SUFFICIENCY
(if required in local process)

By _____
Assistant Attorney General

By _____
Recipient's Legal Counsel

Name Marvin D. Fjordbeck by email
(printed)

Date _____

Date 10/13/2016

Recipient Contact:

Alan Lehto
1800 SW First Avenue, Ste 300
Portland, OR 97201
1 (503) 962-2136
lehto@trimet.org

State Contact:

Karyn Criswell
555 13th St. NE
Salem, OR 97301-4179
1 (503) 731-8461
Karyn.C.CRISWELL@odot.state.or.us

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EXHIBIT A**Project Description and Budget****Project Description/Statement of Work**

Project Title: TriMet Discretionary Project <i>Match for six Lift Vehicle Replacements</i>				
Item #1: Capital				
	Total	Grant Amount	Local Match	Match Type(s)
	\$61,436.00	\$61,436.00	\$0.00	
Sub Total	\$61,436.00	\$61,436.00	\$0.00	
Project Title: South Clackamas Transit District Discretionary Project <i>Match for three 20-passenger Vehicle Replacements</i>				
Item #1: Capital				
	Total	Grant Amount	Local Match	Match Type(s)
	\$45,000.00	\$45,000.00	\$0.00	
Sub Total	\$45,000.00	\$45,000.00	\$0.00	
Project Title: Canby Area Transit - Discretionary Project I <i>Security Cameras</i>				
Item #1: Capital				
	Total	Grant Amount	Local Match	Match Type(s)
	\$40,307.00	\$40,307.00	\$0.00	
Sub Total	\$40,307.00	\$40,307.00	\$0.00	
Project Title: Canby Area Transit - Discretionary Project II <i>Match for one Vehicle Replacement</i>				
Item #1: Capital				
	Total	Grant Amount	Local Match	Match Type(s)
	\$14,378.00	\$14,378.00	\$0.00	
Sub Total	\$14,378.00	\$14,378.00	\$0.00	
Project Title: Clackamas County Discretionary Project I <i>Clackamas Transportation Reaching People (TRP), Dedicated Dialysis Transp.</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$193,553.00	\$193,553.00	\$0.00	
Sub Total	\$193,553.00	\$193,553.00	\$0.00	
Project Title: Clackamas County Discretionary Project II <i>Clackamas Transportation Reaching People (TRP), Non-emergency Medical Transp.</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$176,679.00	\$176,679.00	\$0.00	
Sub Total	\$176,679.00	\$176,679.00	\$0.00	
Project Title: Ride Connection Discretionary Project I <i>Mid-Multnomah County Funding Parity</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$234,723.00	\$234,723.00	\$0.00	
Sub Total	\$234,723.00	\$234,723.00	\$0.00	
Project Title: Ride Connection Discretionary Project II <i>Metropolitan Family Services - North Portland Service Restoration</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)

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	\$217,154.00	\$217,154.00	\$0.00
Sub Total	\$217,154.00	\$217,154.00	\$0.00
Grand Total	\$983,230.00	\$983,230.00	\$0.00

● TRIMET - MATCH FOR SIX LIFT VEHICLE REPLACEMENTS

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds the purchase of six replacement vehicles.

PROJECT DELIVERABLES, TASKS and SCHEDULE

Provides local match to replace six medium-size, light duty buses, total capacity approximately 15 with 2 ADA securement stations and biodiesel. Eligible direct expenses that may be funded by this Agreement include: grant administration, cost of the procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics, and other items directly associated with these vehicles and required to put the vehicles into service are eligible.

*Estimated Order Date: May 1, 2017
Estimated Delivery Date: August 31, 2017*

For vehicles procured using State's Price Agreement contracts managed by the Oregon Department of Administrative Services, vehicle orders will be reviewed and approved by State prior to vendor submission. State is responsible for submitting vehicle orders to the selected vendor. If Recipient does not purchase from the State Price Agreement contracts, Requests for Proposals (RFPs) to procure vehicles must be reviewed by State prior to solicitation for bids.

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or to special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain vehicle titles as the primary security interest holder as long as the vehicles remain in active public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and Recipient must notify State when disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

The following vehicles have been identified for replacement:

- VIN 1FD4E45P58DB59483, 9625, 2008 FORD ELDORADO E-464*
- VIN 1FD4E45P78DB59484, 9626, 2008 FORD ELDORADO E-469*
- VIN 1FD4E45P98DB59485, 9627, 2008 FORD ELDORADO E-472*
- VIN 1FD4E45P08DB59486, 9628, 2008 FORD ELDORADO E-451*
- VIN 1FD4E45P28DB59487, 9629, 2008 FORD ELDORADO E-456*
- VIN 1FD4E45P48DB59488, 9630, 2008 FORD ELDORADO E-462*

● SCTD - MATCH FOR THREE 20-PASSENGER VEHICLE REPLACEMENTS

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds capital, including local match for the purchase of three replacement vehicles and administration for contract management.

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PROJECT DELIVERABLES, TASKS and SCHEDULE

Local match for three medium-size, medium-duty buses, total capacity approximately 16-30, 2 ADA securement stations, and diesel fuel. Eligible expenses that may be charged to this Agreement include grant administration, cost of procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible.

*Estimated Order Date: upon date the agreement is executed
Estimated Delivery Date: March 31, 2017*

Vehicles to be replaced:

*VIN#1GB9G5A68A1122205, 2010 Chevy
VIN#1GB9G5A69A1121905, 2011 Chevy
VIN#1GBGG5B62B1110262, 2012 Chevy*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts, Requests for Proposals to procure vehicles must be reviewed by State prior to solicitation for bids, and vehicle orders will be reviewed by State prior to submission to vendor.

This Agreement provides local match funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or to special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain vehicle titles as the primary security interest holder as long as the vehicles remain in active public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

● **CAT - SECURITY CAMERAS**

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds purchase and installation of security cameras for the bus fleet.

PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will conduct a request for quote (RFQ) process and select a vendor to provide technology and installation of on-board security cameras on all buses in the fleet. The procurement will consider ease of operation and maintenance; length and scope of warranty; ability to upgrade; and the level of associated customer support. Recipient should research and consider best practices for comparable services prior to completion of the request for quote as several similar technology projects recently have been funded.

Project milestones:

- RFQ published: upon date the agreement is executed*
- Vendor selected: October 1, 2016 or upon date the agreement is executed*
- Onboard security cameras installed, tested and in-service: October 15, 2016*

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- **CAT - MATCH FOR ONE VEHICLE REPLACEMENT**

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds the local match for purchase of a replacement vehicle.

PROJECT DELIVERABLES, TASKS and SCHEDULE

Local match for one medium-size, medium-duty bus, total capacity approximately 16-30, 2 ADA securement stations, and gas fuel. Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible.

*Estimated Order Date: October 1, 2016 or upon date the agreement is executed
Estimated Delivery Date: January 15, 2017*

Vehicle to be replaced:

VIN#1GBE4V1999F407205, 2009 Chevy Star Trans

- **CLACKAMAS COUNTY - DEDICATED DIALYSIS TRANSPORTATION**

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds dedicated dialysis and non-emergency medical rides for the Transportation Reaching People.

PROJECT DELIVERABLES, TASKS and SCHEDULE

*TRANSPORTATION REACHING PEOPLE (TRP), DEDICATED DIALYSIS TRANSPORTATION
This project will restructure the existing service delivery model of the Clackamas County Social Services TRP program to create a dedicated dialysis transportation service modeled after the Ride Connection Improving Dialysis Transportation program, provided by a full-time dedicated dialysis paid driver, a part-time dedicated dialysis paid dispatcher, and a small group of dialysis volunteer drivers within the TRP program.*

Clackamas County Social Services will work with Ride Connection when implementing the dialysis project in Clackamas County. They will ensure a Ride Connection representative is a part of the planning and implementation process. Clackamas County Social Services will have a representative become an active member of Ride Connection's Dialysis Advisory Committee. Their service reports will be included in the regional planning process for improving dialysis services throughout the region.

Project goals include:

- *Reduce lead-time to schedule a dialysis ride from 3 weeks to 2 weeks by May 2017*
- *Reduce lead-time to schedule a dialysis ride from 2 weeks to 4 days by January 2018*

In combination with the TRP Non-Emergency Medical Transportation project, reduce turn down percentage for other TRP rides from 30 to 18 percent by May 2017

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● **CLACKAMAS COUNTY - NON-EMERGENCY MEDICAL TRANSPORTATION**

CLACKAMAS TRANSPORTATION REACHING PEOPLE (TRP), NON-EMERGENCY MEDICAL TRANSPORTATION

This project shifts the service delivery of the Social Services TRP program to create a dedicated Non-emergency Medical Transportation (NEMT) service utilizing a full-time paid driver, part-time paid dispatcher and 3-4 volunteers to provide non-emergency medical transportation only. This service will be available to seniors and individuals with disabilities living in Clackamas County who have limited access to transportation and no other resources available for needed NEMT.

Clackamas County Social Services will be an active member of Ride Connection's Program and Provider Services Committee. Their service reports will be included in the regional planning process for improving medical transportation services throughout the region.

Project goals include:

- Reduce lead-time to schedule a NEMT ride from 3 weeks to 2 weeks by May 2017
- Reduce lead-time to schedule a NEMT from 2 weeks to 4 days by January 2018

In combination with the Dedicated Dialysis Project, reduce turn down percentage for other TRP rides from 30 to 18 percent by May 2017

● **RIDE CONNECTION - MID-MULTNOMAH COUNTY FUNDING PARITY**

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds capital vehicle purchases and operations.

PROJECT DELIVERABLES, TASKS and SCHEDULE

The Mid-Multnomah County U-Ride program serves seniors and individuals with disabilities residing in Multnomah County in the area between NE/SE 82nd Avenue and NE/SE 162nd Avenue. Service provided is door-to-door with door-through-door and escorted service provided if requested and based on availability of a suitable volunteer or paid driver.

Vehicle Purchase

This project funds the purchase of one expansion modified mini-van transit vehicle: useful life: 4 years or 100,000 miles; approximate length: less than 20 feet; estimated number of seats: 4-12; estimated number of ADA securement stations one to two; and fuel type: gas. Eligible expenses that may be charged to this Agreement include grant administration, cost of procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible.

*Estimated Order Date: October 1, 2016 or upon date the agreement is executed
Estimated Delivery Date: December 31, 2016*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts, Requests for Proposals to procure vehicles must be reviewed by State prior to solicitation for bids, and vehicle orders will be reviewed by State prior to submission to vendor.

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or to special populations such as seniors and individuals with disabilities.

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Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State. State will retain vehicle titles as the primary security interest holder as long as the vehicles remain in active public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Operations

This project also funds the equivalent of one full-time driver for the Mid-Multnomah County URide Program to reduce the turndown rate for episodic trips within the service area described above.

The goal of this project is to decrease the turndown percentage at Mid-Multnomah County U-Ride by 50 percent of the baseline one-way rides from the previous fiscal year. Rides are projected as follows:

*FY 2017: 17,126
FY 2018: 17,640
FY 2019: 18,169*

● **RIDE CONNECTION - NORTH PORTLAND SERVICE RESTORATION**

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement provides funding to Metropolitan Family Services to restore door-to-door, door-through-door, and escorted services.

PROJECT DELIVERABLES, TASKS and SCHEDULE

This project provides funding to MFS-North Portland to restore door-to-door, door-throughdoor, and escorted services. The service includes access to transportation for a variety of trip purposes, including retail, education, and healthcare. The service area includes north and northeast Portland, between Interstate 5 and 162nd Avenue and Burnside to the Columbia River/Lombard Avenue and Marine Drive, or living in southeast Portland, from the Willamette River to 162nd Avenue and East Burnside to the Clackamas County border. This project will fund a part-time, (.625) program assistant to coordinate driver schedules, respond to telephone calls, and provide general program support. It also funds a half-time driver to transport riders living in the North Portland service area.

This project also will fund a shortfall for general program operations when gap funding provided by STF Formula and supplemental A-C grants end at the end of fiscal year 2016-17.

PROJECT ACCOUNTING and SPENDING PLAN

Recipient retains authority over costs and allocations of STF funds within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.

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REPORTING AND INVOICING REQUIREMENTS

Recipient must provide appropriate reports to State as prescribed. In a discretionary Agreement, Recipient must provide appropriate documentation in order to be reimbursed for expenses. Recipient must report vehicle condition quarterly and vehicle mileage during the fourth quarter of each year using a form acceptable to State.

Vehicle Purchase:

Recipient will submit a request for reimbursement in a format provided by State. Requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement.

For labor, supplies, and training expenses, Recipient will provide a summary spreadsheet or payroll reports showing all expenses for reimbursement. Recipient must provide detailed payroll documents or invoices for review as requested by State.

Vehicle Maintenance:

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided or approved by State, or provide vendor invoices.

For labor, supplies, and training expenses, Recipient will provide a summary spreadsheet or payroll reports showing all expenses for reimbursement. Recipient must provide detailed payroll documents or invoices for review as requested by State.

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EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$983,230.00
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Administered By Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179

Tri County Metropolitan Transportation District of Oregon/State of Oregon
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EXHIBIT C

Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability Insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

Tri County Metropolitan Transportation District of Oregon/State of Oregon
Agreement No. 31563

professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 31563
Tri County Metropolitan Transportation District of Oregon

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Tri County Metropolitan Transportation District of Oregon**, hereinafter referred to as **Recipient**, entered into an Agreement on **October 23, 2016**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by State and Recipient that the Agreement referenced above, although remaining in full force and effect, shall be amended to revise the statement of work.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Tri County Metropolitan Transportation District of Oregon/State of Oregon
Agreement No. 31563

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

SIGNATURE PAGE TO FOLLOW

Tri County Metropolitan Transportation District of Oregon/State of Oregon Agreement No. 31563

Tri County Metropolitan Transportation District of Oregon, by and through its

State of Oregon, by and through its Department of Transportation

By Dee Brookshire
(Legally designated representative)

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Name Dee Brookshire
(printed) Executive Director, Finance Administration

Date _____

Date 1-6-2017

APPROVAL RECOMMENDED

By _____

By Karyn Criswell

Name _____
(printed)

Date 12/06/2016

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

Amendment changes to this Agreement are within the scope of the original or previously amended version; therefore, legal sufficiency review is exempt under OAR 137-045-0050(2).

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Alan Lehto
1800 SW First Avenue, Ste 300
Portland, OR 97201
1 (503) 962-2136
lehto@trimet.org

State Contact:

Karyn Criswell
555 13th St. NE
Salem, OR 97301-4179
1 (503) 731-8461
Karyn.C.CRISWELL@odot.state.or.us

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: TriMet Discretionary Project <i>Match for six Lift Vehicle Replacements</i>				
Item #1: Capital				
	Total	Grant Amount	Local Match	Match Type(s)
	\$61,436.00	\$61,436.00	\$0.00	
Sub Total	\$61,436.00	\$61,436.00	\$0.00	
Project Title: South Clackamas Transit District Discretionary Project <i>Match for three 20-passenger Vehicle Replacements</i>				
Item #1: Capital				
	Total	Grant Amount	Local Match	Match Type(s)
	\$45,000.00	\$45,000.00	\$0.00	
Sub Total	\$45,000.00	\$45,000.00	\$0.00	
Project Title: Canby Area Transit - Discretionary Project I <i>Security Cameras</i>				
Item #1: Capital				
	Total	Grant Amount	Local Match	Match Type(s)
	\$40,307.00	\$40,307.00	\$0.00	
Sub Total	\$40,307.00	\$40,307.00	\$0.00	
Project Title: Canby Area Transit - Discretionary Project II <i>Match for one Vehicle Replacement</i>				
Item #1: Capital				
	Total	Grant Amount	Local Match	Match Type(s)
	\$14,378.00	\$14,378.00	\$0.00	
Sub Total	\$14,378.00	\$14,378.00	\$0.00	
Project Title: Clackamas County Discretionary Project I <i>Clackamas Transportation Reaching People (TRP), Dedicated Dialysis Transp.</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$193,553.00	\$193,553.00	\$0.00	
Sub Total	\$193,553.00	\$193,553.00	\$0.00	
Project Title: Clackamas County Discretionary Project II <i>Clackamas Transportation Reaching People (TRP), Non-emergency Medical Transp.</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$176,679.00	\$176,679.00	\$0.00	
Sub Total	\$176,679.00	\$176,679.00	\$0.00	
Project Title: Ride Connection Discretionary Project I <i>Mid-Multnomah County Funding Parity</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$234,723.00	\$234,723.00	\$0.00	
Sub Total	\$234,723.00	\$234,723.00	\$0.00	
Project Title: Ride Connection Discretionary Project II <i>Metropolitan Family Services - North Portland Service Restoration</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)

	\$217,154.00	\$217,154.00	\$0.00
Sub Total	\$217,154.00	\$217,154.00	\$0.00
Grand Total	\$983,230.00	\$983,230.00	\$0.00

● **TRIMET - MATCH FOR SIX LIFT VEHICLE REPLACEMENTS**

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds the purchase of six replacement vehicles.

PROJECT DELIVERABLES, TASKS and SCHEDULE

Provides local match to replace six medium-size, light duty buses, total capacity approximately 15 with 2 ADA securement stations and biodiesel. Eligible direct expenses that may be funded by this Agreement include: grant administration, cost of the procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics, and other items directly associated with these vehicles and required to put the vehicles into service are eligible.

*Estimated Order Date: May 1, 2017
 Estimated Delivery Date: August 31, 2017*

For vehicles procured using State's Price Agreement contracts managed by the Oregon Department of Administrative Services, vehicle orders will be reviewed and approved by State prior to vendor submission. State is responsible for submitting vehicle orders to the selected vendor. If Recipient does not purchase from the State Price Agreement contracts, Requests for Proposals (RFPs) to procure vehicles must be reviewed by State prior to solicitation for bids.

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or to special populations such as seniors and Individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain vehicle titles as the primary security interest holder as long as the vehicles remain in active public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and Recipient must notify State when disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

The following vehicles have been identified for replacement:

- VIN 1FD4E45P58DB59483, 9625, 2008 FORD ELDORADO E-464*
- VIN 1FD4E45P78DB59484, 9626, 2008 FORD ELDORADO E-469*
- VIN 1FD4E45P98DB59485, 9627, 2008 FORD ELDORADO E-472*
- VIN 1FD4E45P08DB59486, 9628, 2008 FORD ELDORADO E-451*
- VIN 1FD4E45P28DB59487, 9629, 2008 FORD ELDORADO E-456*
- VIN 1FD4E45P48DB59488, 9630, 2008 FORD ELDORADO E-462*

● **SCTD - MATCH FOR THREE 20-PASSENGER VEHICLE REPLACEMENTS**

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds capital, including local match for the purchase of three replacement vehicles and administration for contract management.

PROJECT DELIVERABLES, TASKS and SCHEDULE

Local match for three medium-size, medium-duty buses, total capacity approximately 16-30, 2 ADA securement stations, and diesel fuel. Eligible expenses that may be charged to this Agreement include grant administration, cost of procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible.

*Estimated Order Date: upon date the agreement is executed
Estimated Delivery Date: March 31, 2017*

Vehicles to be replaced:

*VIN#1GB9G5A68A1122205, 2010 Chevy
VIN#1GB9G5A69A1121905, 2011 Chevy
VIN#1GBGG5B62B1110262, 2012 Chevy*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts, Requests for Proposals to procure vehicles must be reviewed by State prior to solicitation for bids, and vehicle orders will be reviewed by State prior to submission to vendor.

This Agreement provides local match funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or to special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain vehicle titles as the primary security interest holder as long as the vehicles remain in active public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

- **CAT - SECURITY CAMERAS**

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds purchase and installation of security cameras for the bus fleet.

PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will conduct a request for quote (RFQ) process and select a vendor to provide technology and installation of on-board security cameras on all buses in the fleet. The procurement will consider ease of operation and maintenance; length and scope of warranty; ability to upgrade; and the level of associated customer support. Recipient should research and consider best practices for comparable services prior to completion of the request for quote as several similar technology projects recently have been funded.

Project milestones:

- RFQ published: upon date the agreement is executed
- Vendor selected: October 1, 2016 or upon date the agreement is executed
- Onboard security cameras installed, tested and in-service: October 15, 2016

- **CAT - MATCH FOR ONE VEHICLE REPLACEMENT**

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds the local match for purchase of a replacement vehicle.

PROJECT DELIVERABLES, TASKS and SCHEDULE

Local match for one medium-size, medium-duty bus, total capacity approximately 16-30, 2 ADA securement stations, and gas fuel. Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible.

*Estimated Order Date: October 1, 2016 or upon date the agreement is executed
Estimated Delivery Date: January 15, 2017*

Vehicle to be replaced:

VIN#1GBE4V1999F407205, 2009 Chevy Star Trans

- **CLACKAMAS COUNTY - DEDICATED DIALYSIS TRANSPORTATION**

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds dedicated dialysis and non-emergency medical rides for the Transportation Reaching People.

PROJECT DELIVERABLES, TASKS and SCHEDULE

TRANSPORTATION REACHING PEOPLE (TRP), DEDICATED DIALYSIS TRANSPORTATION

This project will restructure the existing service delivery model of the Clackamas County Social Services TRP program to create a dedicated dialysis transportation service modeled after the Ride Connection Improving Dialysis Transportation program, provided by a full-time dedicated dialysis paid driver and a small group of dialysis volunteer drivers within the TRP program.

Clackamas County Social Services will work with Ride Connection when implementing the dialysis project in Clackamas County. They will ensure a Ride Connection representative is a part of the planning and implementation process. Clackamas County Social Services will have a representative become an active member of Ride Connection's Dialysis Advisory Committee.

Their service reports will be included in the regional planning process for improving dialysis services throughout the region.

Project goals include:

- Reduce lead-time to schedule a dialysis ride from 3 weeks to 2 weeks by May 2017
- Reduce lead-time to schedule a dialysis ride from 2 weeks to 4 days by January 2018

In combination with the TRP Non-Emergency Medical Transportation project, reduce turn down percentage for other TRP rides from 30 to 18 percent by May 2017

- **CLACKAMAS COUNTY - NON-EMERGENCY MEDICAL TRANSPORTATION**

CLACKAMAS TRANSPORTATION REACHING PEOPLE (TRP), NON-EMERGENCY MEDICAL TRANSPORTATION

This project shifts the service delivery of the Social Services TRP program to create a dedicated Non-emergency Medical Transportation (NEMT) service utilizing a full-time paid driver and 3-4 volunteers to provide non-emergency medical transportation only. This service

will be available to seniors and individuals with disabilities living in Clackamas County who have limited access to transportation and no other resources available for needed NEMT.

Clackamas County Social Services will be an active member of Ride Connection's Program and Provider Services Committee. Their service reports will be included in the regional planning process for improving medical transportation services throughout the region.

Project goals include:

- Reduce lead-time to schedule a NEMT ride from 3 weeks to 2 weeks by May 2017*
- Reduce lead-time to schedule a NEMT from 2 weeks to 4 days by January 2018*

In combination with the Dedicated Dialysis Project, reduce turn down percentage for other TRP rides from 30 to 18 percent by May 2017

• **RIDE CONNECTION - MID-MULTNOMAH COUNTY FUNDING PARITY**

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement funds capital vehicle purchases and operations.

PROJECT DELIVERABLES, TASKS and SCHEDULE

The Mid-Multnomah County U-Ride program serves seniors and individuals with disabilities residing in Multnomah County in the area between NE/SE 82nd Avenue and NE/SE 162nd Avenue. Service provided is door-to-door with door-through-door and escorted service provided if requested and based on availability of a suitable volunteer or paid driver.

Vehicle Purchase

This project funds the purchase of one expansion modified mini-van transit vehicle: useful life: 4 years or 100,000 miles; approximate length: less than 20 feet; estimated number of seats: 4-12; estimated number of ADA securement stations one to two; and fuel type: gas. Eligible expenses that may be charged to this Agreement include grant administration, cost of procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible.

*Estimated Order Date: October 1, 2016 or upon date the agreement is executed
Estimated Delivery Date: December 31, 2016*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts, Requests for Proposals to procure vehicles must be reviewed by State prior to solicitation for bids, and vehicle orders will be reviewed by State prior to submission to vendor.

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or to special populations such as seniors and individuals with disabilities.

Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State. State will retain vehicle titles as the primary security interest holder as long as the vehicles remain in active public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Operations

This project also funds the equivalent of one full-time driver for the Mid-Multnomah County URide Program to reduce the turndown rate for episodic trips within the service area described above.

The goal of this project is to decrease the turndown percentage at Mid-Multnomah County U-Ride by 50 percent of the baseline one-way rides from the previous fiscal year. Rides are projected as follows:

FY 2017: 17,126

FY 2018: 17,640

FY 2019: 18,169

● *RIDE CONNECTION - NORTH PORTLAND SERVICE RESTORATION*

PROJECT DESCRIPTION

Provide financial support for special transportation services benefiting seniors and individuals with disabilities. Specifically, this Agreement provides funding to Metropolitan Family Services to restore door-to-door, door-through-door, and escorted services.

PROJECT DELIVERABLES, TASKS and SCHEDULE

This project provides funding to MFS-North Portland to restore door-to-door, door-throughdoor, and escorted services. The service includes access to transportation for a variety of trip purposes, including retail, education, and healthcare. The service area includes north and northeast Portland, between Interstate 5 and 162nd Avenue and Burnside to the Columbia River/Lombard Avenue and Marine Drive, or living in southeast Portland, from the Willamette River to 162nd Avenue and East Burnside to the Clackamas County border. This project will fund a part-time, (.625) program assistant to coordinate driver schedules, respond to telephone calls, and provide general program support. It also funds a half-time driver to transport riders living in the North Portland service area.

This project also will fund a shortfall for general program operations when gap funding provided by STF Formula and supplemental A-C grants end at the end of fiscal year 2016-17.

PROJECT ACCOUNTING and SPENDING PLAN

Recipient retains authority over costs and allocations of STF funds within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.

REPORTING AND INVOICING REQUIREMENTS

Recipient must provide appropriate reports to State as prescribed. In a discretionary Agreement, Recipient must provide appropriate documentation in order to be reimbursed for expenses. Recipient must report vehicle condition quarterly and vehicle mileage during the fourth quarter of each year using a form acceptable to State.

Vehicle Purchase:

Recipient will submit a request for reimbursement in a format provided by State. Requests

must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement.

For labor, supplies, and training expenses, Recipient will provide a summary spreadsheet or payroll reports showing all expenses for reimbursement. Recipient must provide detailed payroll documents or invoices for review as requested by State.

Vehicle Maintenance:

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided or approved by State, or provide vendor invoices.

For labor, supplies, and training expenses, Recipient will provide a summary spreadsheet or payroll reports showing all expenses for reimbursement. Recipient must provide detailed payroll documents or invoices for review as requested by State.

DRAFT

Approval of Previous Business Meeting Minutes:

March 30, 2017

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<http://www.clackamas.us/bcc/business.html>

Thursday, March 30, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas

EXCUSED: Commissioner Ken Humberston
Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

1. Dick Wanker, Redland – spoke regarding Redland Grange and the importance of granges in our community.
2. Howard Miller, Molalla – read a proclamation for national Grange Month.
3. Les Poole, Gladstone – SB 694. Tax exemption for Veterans.

~Board Discussion~

II. PUBLIC HEARING

1. **Board Order No. 2017-20** for Boundary Change Proposal CL 17-002, Annexation to Tri-City Service District

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report.

Commissioner Savas: I move we approve the Board Order for Boundary Change Proposal CL 17-002, Annexation to Tri-City Service District.

Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

III. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, he then asked for a motion.

MOTION:

Commissioner Savas: I move we approve the consent agenda.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 3-0.

A. Health, Housing & Human Services

1. Approval of Intergovernmental Agreement with North Clackamas School District for Kindergarten Partnership Innovation Services - *Children, Youth & Families*

2. Approval to Apply for Oregon Department of Education Youth Development Division Youth and Community Funding Grant - *Children, Youth & Families*
3. Approval of Amendment No. 15 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

B. Department of Transportation & Development

1. **Board Order No. 2017-21** Adopting Local Delivery Only on Clackamas County Roads and Rescinding Board Order No.'s 97-344 and 98-34
2. **Board Order No. 2017-22** Establishing Weight Limits on Designated Clackamas County Roads

C. Finance Department

1. **Resolution No. 2017-23** for a Clackamas County Supplemental Budget (Less than 10% and Budget Reduction) for Fiscal Year 2016-2017
2. **Resolution No. 2017-24** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017
3. **Resolution No. 2017-25** for Clackamas County for Transfer of Appropriations for Fiscal Year 2016-2017

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

E. Technology Services

1. Approval of a Contract with Professional Underground Services, Inc. for CBX Fiber, Lake Oswego School District Expansion, Phase 1 - *Procurement*

F. Community Corrections

1. Approval of Grant Agreement No. JR-15-032, Amendment No. 1, between the State of Oregon, Criminal Justice Commission for the Justice Reinvestment Funding of Community Corrections Programs

G. Disaster Management

1. Approval of the Letter of Promulgation for the Clackamas County Emergency Operations Plan (EOP)

IV. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of Engineering Services Contract between CH2M Hill Engineers Inc. and Clackamas County Service District No. 1 for Tri-City Water Resource Recovery Facilities Solids Handling Improvements Project - *Procurement*

2. Approval of Engineering Services Contract between CH2M Hill Engineers Inc. and Tri-City Service District for Tri-City Water Resource Recovery Facilities Solids Handling Improvements Project - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

<http://www.clackamas.us/bcc/business.html>

VI. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

Chair Bernard adjourned the meeting today in the memory of past Commissioner Dale Harlan. Dale was a Clackamas County Commissioner from 1983 – 1990. Dale passed away at his home in Lincoln City on March 21, 2017.

MEETING ADJOURNED – 10:46 AM

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html



May 4, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Approving an Extension of the Cable Television Franchise with
Canby Telephone Association (dba Canby Telcom)

Purpose/Outcome	Extend current cable television franchise to allow time for evaluation and negotiations.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Effective May 1, 2017 through October 31, 2017
Previous Board Action/Review	The franchise was approved by the BCC in January 2006, and extended in January 2016 for five months, June 2016 for three months and October 2016 for six months.
Strategic Plan Alignment	Building public trust through good government.
Contact Person	Gary Schmidt, Public and Government Affairs, 503-742-5908
Contract No.	N/A

BACKGROUND:

Canby Telephone Association (dba Canby Telcom) Cable Franchise Permit expired on April 30, 2017. As the County and Canby Telephone Association will need additional time to evaluate and negotiate a new cable franchise agreement, it is desirable to continue the current contract under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice. Canby Telephone Association currently serves over 350 subscribers in the unincorporated area of Clackamas County.

This extension, if granted, would not affect either party's rights in the renewal process and includes a provision to preserve the County's right to retroactive PEG funding negotiated in the renewal. The County will evaluate Canby Telephone Association's legal, technical and financial qualifications to operate the cable system, as well as the community's needs, in its determination of whether to renew the franchise and on what terms and conditions.

This cable franchise agreement extension has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the extension of the franchise permit agreement to assure that the terms of the current franchise agreement continue to be met through October 31, 2017.

Respectfully submitted,

Gary Schmidt, Director
Public and Government Affairs

In the Matter of Approving an
Extension of the Cable Television
Franchise with Canby Telephone Association
(dba Canby Telcom)

ORDER NO.

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This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on May 4, 2017 to consider approving an extension of the cable television franchise with Canby Telephone Association (dba Canby Telcom).

WHEREAS, Canby Telephone Association holds a cable television franchise with Clackamas County, which expired on April 30, 2017; and

WHEREAS, County staff and representatives of Canby Telephone Association began meeting in the winter of 2015 to evaluate and negotiate terms regarding the renewal of the applicable franchise; and

WHEREAS, the amount of time required to conclude negotiations and allow for public review of a new franchise agreement will extend beyond the current expiration date; and

WHEREAS, it is in the public interest to extend the current franchise for an additional period of time under the same terms and conditions pursuant to applicable law to accommodate the renewal process and avoid a potentially unnecessary disruption of service to affected residents.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the franchise granted to Canby Telephone Association shall be extended until and including October 31, 2017, and that all rights and obligations provided the parties under the franchise agreement shall remain in full force and effect during that period, including the rights of the parties under the Cable Communications Policy Act of 1992 and the Telecommunications Act of 1996. Neither Canby Telephone Association nor the County shall assert any claim, denial or defense based upon the original expiration date of the Franchise Agreement, excepting therefrom that the County may assert in negotiations that any increase in PEG funding included in the new franchise agreement shall include the time period covered by this extension. This extension of the franchise is explicitly conditioned upon written acceptance thereof by the Franchisee.

DATED this 4th day of May, 2017

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary