

# AGENDA

## **Thursday February 7, 2019 - 10:00 AM** **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2019-06

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation on Waste Reduction in Local Schools through Milk Dispensers (Eben Polk, Office of Stainability)

**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 HEARING** *(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. First Reading of Ordinance No. \_\_\_\_\_ Adding Chapter 7.07, Vehicle Registration Fee, to the Clackamas County Code (Dan Johnson, Department of Transportation & Development) *second reading will be 2-21-19*

**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 Amendment No. 1 to the Intergovernmental Agreement with Washington County for the Cities Readiness Initiative Program – *Public Health*

#### **B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of the 2021 Convention Contract with Red Lion Hotel to Provide Services for the Sheriff's Office Child Abuse & Family Violence Summit' - *Procurement*
3. Approval of the 2022 Convention Contract with Red Lion Hotel to Provide Services for the Sheriff's Office Child Abuse & Family Violence Summit' - *Procurement*

4. Approval of the 2023 Convention Contract with Red Lion Hotel to Provide Services for the Sheriff's Office Child Abuse & Family Violence Summit' - *Procurement*

**C. Administration**

1. Board Order No. \_\_\_\_\_ Appointing the Clackamas County Planning Director

**D. Business & Community Services**

1. Approval of a Contract with Wayne Stone Logging, Inc. for the Boomer II Timber Sale: Harvest and Log Hauling - *Procurement*

**E. Disaster Management**

1. Approval of FY2018 Emergency Management Performance Grant between Clackamas County and the State of Oregon
2. Approval of FY 2019 State Homeland Security Grant Program Application to the State of Oregon for Six Projects

**F. Community Corrections**

1. Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Clackamas Indigent Defense Corporation for Pretrial and Early Resolution Docket

**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. <https://www.clackamas.us/meetings/bcc/business>**



**DAN JOHNSON**  
DIRECTOR

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

February 7, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Presentation on Waste Reduction in Local Schools Through Milk Dispensers

<b>Purpose</b>	Inform the Board and public about the positive results of implementing milk dispensers in 8 Clackamas County schools
<b>Fiscal Impact</b>	N/A
<b>Funding Source</b>	Programmatic Schools Waste Reduction Assistance – funded by Garbage & Recycling Franchise Fees
<b>Duration</b>	Fall 2018 - Ongoing
<b>Previous Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"><li>• Departmental Plan: Provide education and technical assistance to residents, businesses, schools and public agencies so they can reduce waste, recover resources, and adopt sustainable practices</li><li>• County Plan: Honor, utilize, promote and invest in our natural resources</li></ul>
<b>Contact Person</b>	Laurel Bates, Sustainability Analyst, 503-742-4454

**BACKGROUND**

This presentation summarizes a success story that is attracting attention in communities around the state, in Washington, and beyond.

For many years, milk cartons have been the primary approach to serving milk in schools throughout Oregon. With a few exceptions, schools do not recycle milk cartons due to the volume and difficulty in preparing them for recycling. As a result, milk cartons make up more than 50% of a school's lunch waste by volume—over a year in a school of 600 students this could total 50,000 cartons that would make up around 40 cubic yards of trash. In addition, students often do not finish the milk served in cartons. Schools we work with report that up to 9 gallons of milk are disposed of each day. Eliminating this type of waste is important, as milk is an expensive and valuable product that takes a lot of energy to produce and ship.

In the fall of 2017, the Sustainability & Solid Waste Program partnered with the Canby School District to install milk dispensers in Knight and Carus Elementary schools (these are both Title I schools). As of this year all six Canby K-5 schools now have dispensers, Oregon City and Silver Falls districts are also participating, and North Clackamas has one project in planning. So far the project has eliminated milk carton waste of an estimated 250,000 cartons, and significantly reduced milk waste of around 3,700 gallons overall. Students also prefer drinking milk from cups over cartons.

Although schools may have commonly used milk dispensers in decades past, to staff's knowledge in the last year these represented the only milk dispensers in public schools in Oregon. The project has sparked significant interest in milk dispensers, both locally and nationally. DEQ used our results to assess the project's environmental lifecycle, concluding that this approach saves energy and reduces the carbon footprint of milk served in schools. DEQ is now offering funding around the state to replicate these efforts. Several local governments and school districts were inspired by this project and are planning their own.

**RECOMMENDATION - N/A**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eben Polk". The signature is fluid and cursive, with the first name "Eben" and last name "Polk" clearly distinguishable.

Eben Polk  
Sustainability Supervisor – Sustainability & Solid Waste



**CLACKAMAS**  
C O U N T Y

**Sustainability & Solid Waste  
School Milk Dispenser Project**

**Laurel Bates, Sustainability Analyst**





# What is Left After a School Lunch?

Opened,  
unfinished milk

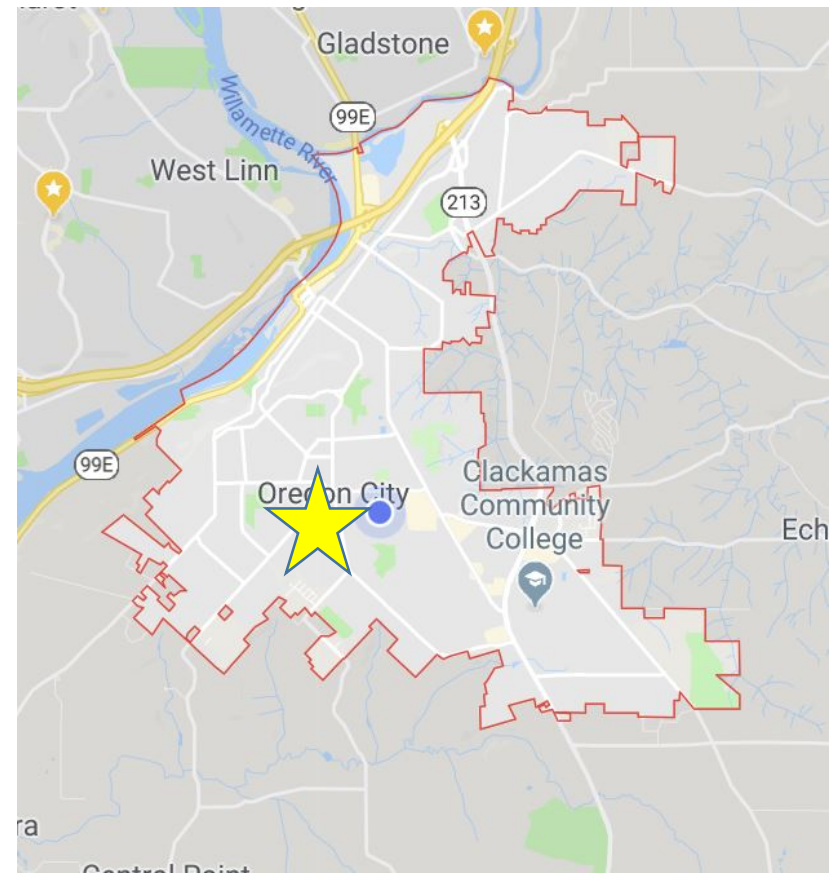
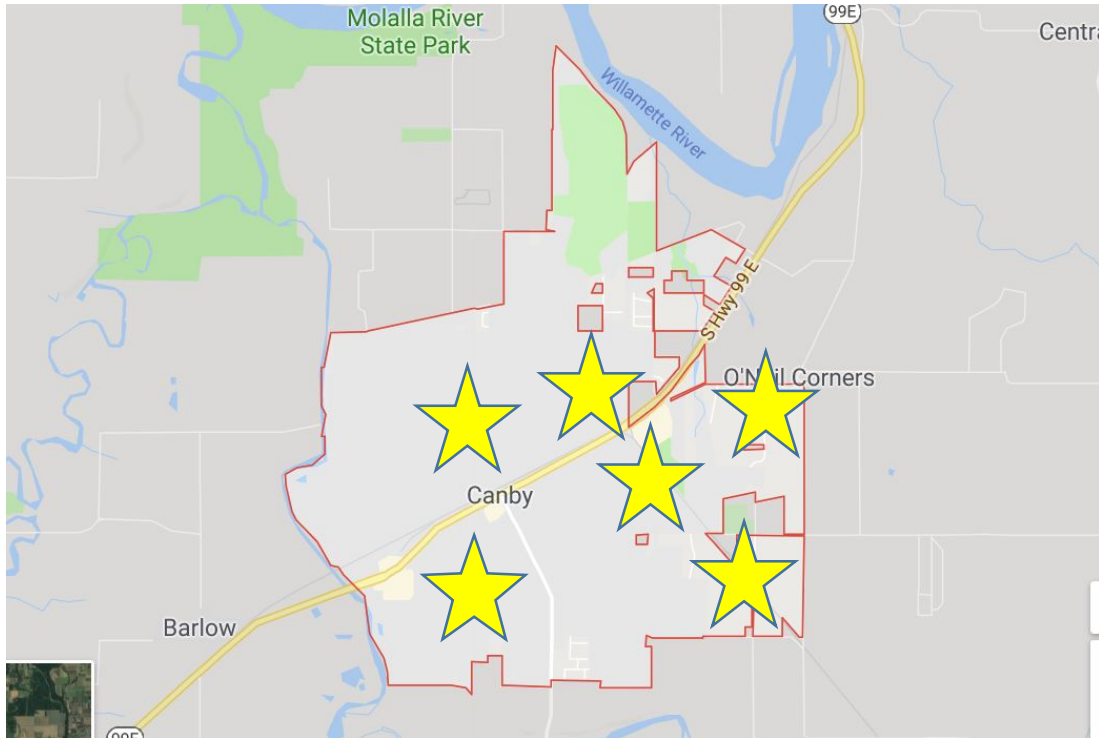
Unopened milk  
cartons

Majority of trash  
= empty milk  
cartons





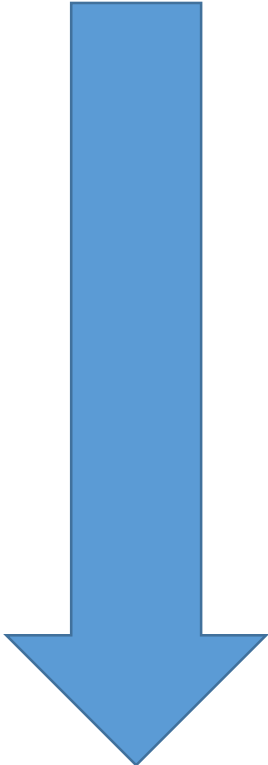
# Clackamas County milk dispensers



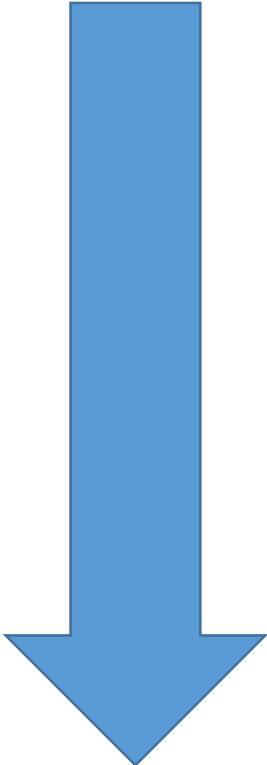
# The results



250,000 cartons



3,700 gallons

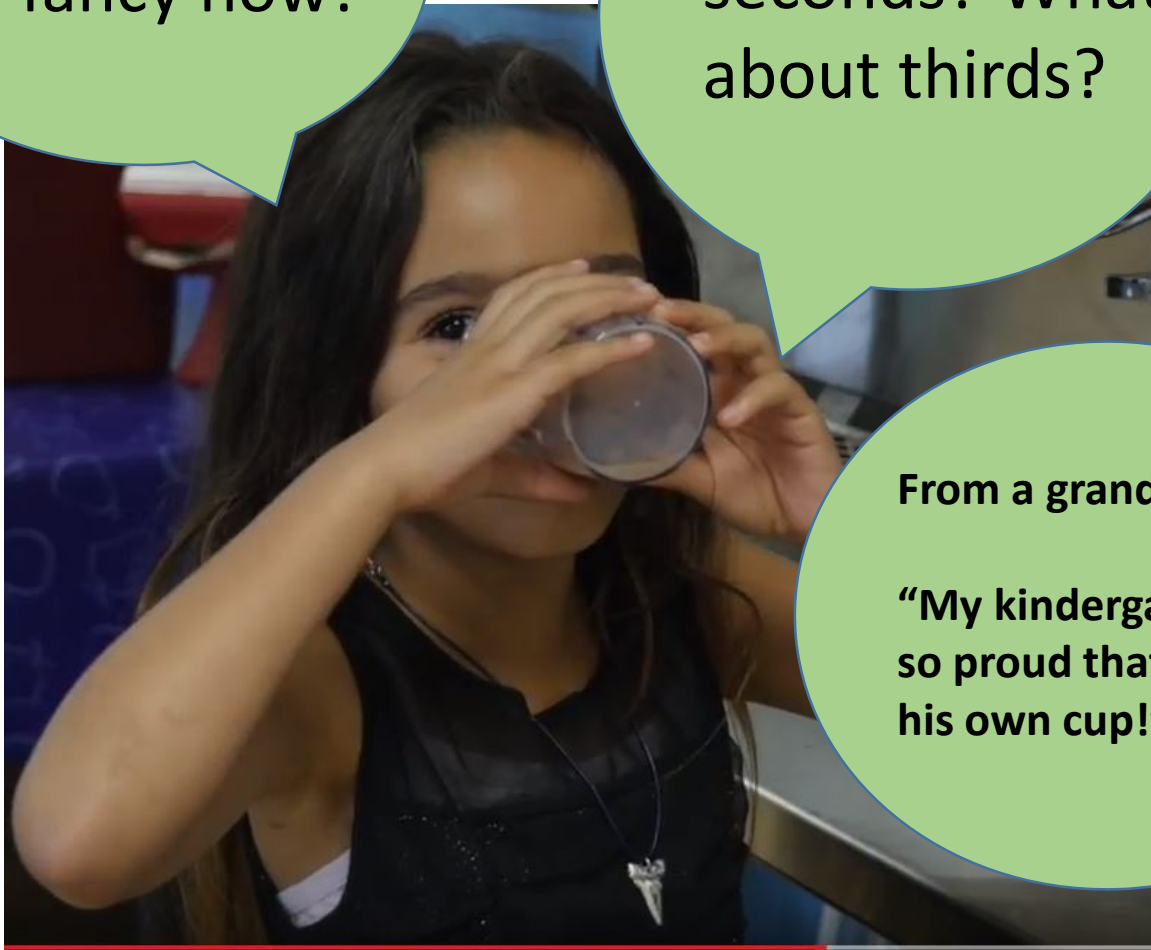


# Some other results...

Our school is so fancy now!

Can I get seconds? What about thirds?

Let me try some of this famous milk!

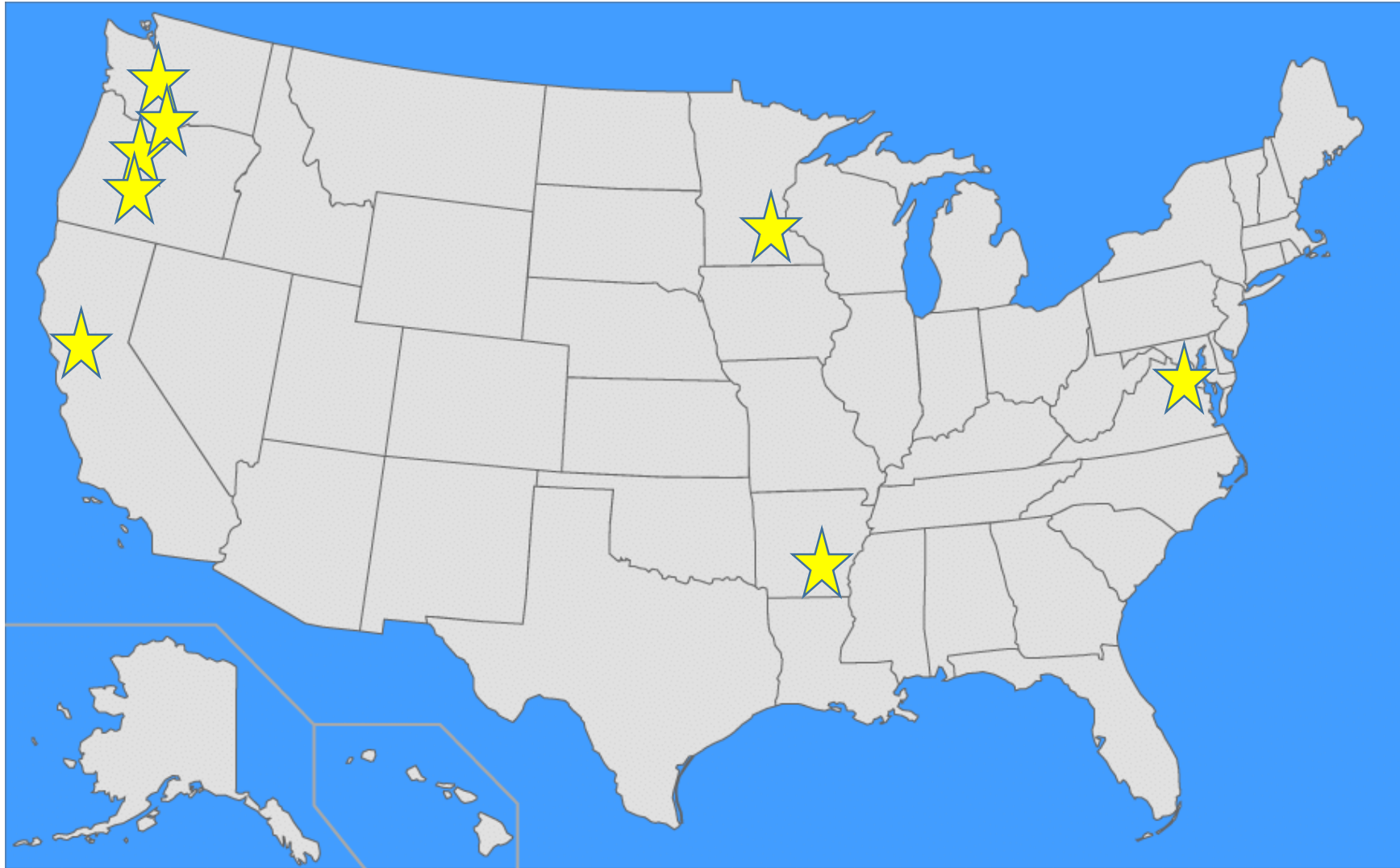


**From a grandmother:**

**“My kindergartener is so proud that he can fill his own cup!”**



# Inspiration: the idea is spreading





**DAN JOHNSON**  
DIRECTOR

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

February 7, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**First Reading of Ordinance No. \_\_\_\_\_ Adding Chapter 7.07,  
Vehicle Registration Fee, to the Clackamas County Code**

<b>Purpose/Outcomes</b>	To add a new section to County Code implementing a countywide vehicle registration fee as authorized by ORS 801.040, 801.041 and 803.445.
<b>Dollar Amount and Fiscal Impact</b>	Approximately \$11 million per year with 50% distributed to the County, 40% distributed to cities located in the County and 10% allocated to a strategic investment fund for road transfers and multi-jurisdictional projects.
<b>Funding Source</b>	Newly implemented countywide vehicle registration fee
<b>Duration</b>	Indefinite
<b>Previous Board Action</b>	December 18, 2018. Board directed staff to draft an ordinance adopting a vehicle registration fee for public hearing and discussion at two separate business meetings.
<b>Strategic Plan Alignment</b>	Build a strong infrastructure. Build public trust through good government.
<b>Contact Person</b>	Mike Bezner– 503-742-4651
<b>Contract No.</b>	N/A

**BACKGROUND:**

**Transportation Maintenance Needs**

In response to a continuing need for a steady, local source of funds to maintain and improve our transportation system, officials from both Clackamas County and cities in the county have concluded that a countywide vehicle registration fee (VRF) is needed.

Even with the additional funds coming in from HB 2017, without a stable local source of funds the county will not be able to provide all of the services that its residents value and desire. With a local funding source the county could provide enhanced services, including annual paving projects on local/residential roads, a wider variety of capital construction projects to relieve congestion in urban and rural areas, and additional improvements to increase safety.

After years of analysis and discussion in the community, along with conversations with business representatives this past spring, County and city officials agreed to consider a \$30/year/vehicle local, countywide VRF.

State law provides a default distribution of VRF funds with 60% of the revenue going to the county and 40% of the revenue going to the cities. However, Clackamas County and city officials agreed to the following distribution of VRF revenue:

- 40% would continue to go to the cities, based on population;
- 50% would come to the County; and
- The remaining 10% that would normally be County funding would be allocated into a strategic investment fund for road transfers and multi-jurisdictional projects to be jointly determined by the county and cities.

This distribution of VRF revenue has been generally supported by people who attended outreach sessions (more details below) and by our cities, many of which have expressed their official support for this proposed VRF.

### **Outreach**

During fall 2018, leadership from the Department of Transportation & Development shared information with community and business groups about the need for a countywide VRF to raise additional transportation funds for local projects. The meetings were publicized by the organizations that hosted the meetings, and by the county through emails, social media, flyers and the county website.

There were 11 presentations with a total of approximately 200 participants:

- a. 7 to community groups (hosted by the Clackamas County Committee for Community Involvement [CCI] and/or a Community Planning Organization [CPO])
- b. 3 to business groups (hosted by a chamber or business alliance)
- c. 1 to a city council (invited by the city)

Meetings were held in locations throughout the county:

- a. Unincorporated areas – Clackamas, Oak Grove, Redland, Welches
- b. Incorporated areas – Estacada, Milwaukie, Molalla, Oregon City

There were three general responses from participants:

- a. Questions about the specific impact of the VRF on them, e.g., which vehicles would be included, and the hardship that might entail
- b. Wondering why the County hasn't pursued a gas tax
- c. Better understanding of the need, and a belief that most people would understand the need if they attended a similar County outreach and education session

### **County Use of VRF Revenue**

Revenue received by the county from a countywide VRF would be directed into the following three areas of need: a) congestion relief, b) safety and c) local road maintenance.

- a) **Congestion Relief:** To analyze congestion relief/capital needs for unincorporated areas of the county, staff re-evaluated the condition of our roadways and reexamined the needs prioritized in the County's Transportation System Plan (TSP). The county focused on projects that meet the following criteria:

- *Priority.* Listed in Tier 1 of our TSP, which was developed with extensive input from the public and adopted by the BCC in 2013.
  - *Geographic distribution.* At least one high priority project in each general area of the County.
  - *Congestion relief component* in response to what we heard repeatedly from the community to do something about congestion. (The only exception is near Mt. Hood where there aren't many opportunities for congestion relief projects.)
  - *Need for funds.* The likelihood that the project wouldn't be built without funding from a local VRF or something similar.
- b) **Safety:** The County has taken an active role in trying to ensure a safe travel environment for everyone traveling to or through Clackamas County, as evidenced by updating the Clackamas County Drive to Zero Transportation Safety Action Plan. Funding would be allocated for additional safety projects throughout the system as prioritized by the updated plan.
- c) **Local Road Maintenance:** Currently we direct our limited funds towards higher capacity county roadways, such as arterials and collectors, which benefit the most users. We do not have a local road paving program for neighborhood streets. Based on current funding estimates, up to \$1 million of VRF revenue could be allocated to a paving program to maintain our local road system.

### **The Proposed VRF Ordinance**

To implement a VRF, the County must first adopt an ordinance that implements the fee authorized by ORS 801.040, 801.041 and 803.445. The proposed ordinance would impose a \$30/year registration fee on most vehicles and a \$15/year registration fee on motorcycles. Most vehicles, motorcycles and mopeds are subject to biennial registration periods, which means that upon registration or renewal, an applicant would be charged for two years' worth of registration fees at one time.

Per ORS 801.041(3), certain vehicles are exempt from the registration fee. The ordinance specifically exempts the following from the VRF:

- a. Snowmobiles and Class I all-terrain vehicles;
- b. Fixed-load vehicles;
- c. Vehicles registered under ORS 805.100 to disabled veterans;
- d. Vehicles registered as antique vehicles under ORS 805.010;
- e. Vehicles registered as vehicles of special interest under ORS 805.020;
- f. Government-owned or operated vehicles registered under ORS 805.040 or 805.045;
- g. School buses or school activity vehicles registered under ORS 805.050;
- h. Law enforcement undercover vehicles registered under ORS 805.060;
- i. Vehicles registered on a proportional basis for interstate operation;
- j. Vehicles with a registration weight of 26,001 pounds or more described in ORS 803.420(14) (a) or (b);
- k. Vehicles registered as farm vehicles under the provisions of ORS 805.300;
- l. Travel trailers, campers and motor homes;
- m. Vehicles registered under ORS 805.110 to former prisoners of war.

The ordinance adopts the distribution formula noted above that was agreed to by the County and cities. The Oregon Department of Transportation (ODOT), through Driver & Motor Vehicle

Services (DMV), will collect the revenue from the fee and make disbursements based on the modified formula.

Section 7.07.060(C) of the proposed ordinance restricts the potential use of these funds. Notably, the ordinance would create a special allocation for the strategic investment fund, discussed above, which is only to be used for multi-jurisdictional projects that affect new or existing roads or streets within the limits of a city, or on county roads or local access roads that are located within or adjacent to the limits of an incorporated city, or on payments to transfer roads between jurisdictions.

Adoption of this ordinance follows the county's usual ordinance adoption procedures, with two separate readings by the Board at least 13 days apart and an effective date no sooner than 90 days after adoption (unless an emergency is declared).

If this ordinance is adopted, state law requires that the County enter into an intergovernmental agreement (IGA) with ODOT to address collection and distribution of the registration fees. Staff anticipates that if this ordinance is adopted, the County would begin receiving revenue in early 2020, which accounts for time to adopt the IGA, and for ODOT to set up its system to collect the new registration fee. Due to the biennial registration periods applicable to most vehicles, the County and cities would receive the full stream of revenue by early 2022, based on the previously assumed timeline.

**RECOMMENDATION:**

Staff respectfully requests that the Board hold this public hearing and schedule a second reading and public hearing of this ordinance on February 21, 2019, at 6 p.m.

Respectfully submitted,

Dan Johnson  
Director – Department of Transportation and Development

Attachments:

- A. ORDINANCE NO. \_\_\_\_\_, An Ordinance Adding Chapter 7.07, Vehicle Registration Fee, to the Clackamas County Code
- B. The Road Ahead: Continuing the Conversation (presentation)



**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Adding Chapter 7.07, Vehicle Registration Fee, to the Clackamas County Code**

WHEREAS, an ordinance establishing the imposition of a County vehicle registration fee is authorized by ORS 801.040, 801.041 and 803.445; and

WHEREAS, a well-maintained road system is essential to sustaining the local economy and the livability of Clackamas County by supporting the safe and efficient transportation of people and goods; and

WHEREAS, current county road fund revenues are insufficient to meet current and future road capacity, safety, and maintenance needs due to the increasing needs of a growing and aging road system; and

WHEREAS, the county road network has experienced an ever increasing volume of traffic congestion, and additional congestion is expected without additional capital improvement funding; and

WHEREAS, the County has adopted a Transportation System Plan with the goal of providing sufficient roadway improvements to support expected growth in the region, but only 15% of this plan is fundable based on current local, regional, state and federal funding assumptions; and

WHEREAS, the County has adopted a Transportation Safety Action Plan with a goal of significantly reducing serious injury and fatal crashes on all roads in Clackamas County; and

WHEREAS, the County needs an adequate local funding source to make safety improvements to help achieve the goals set forth under the Transportation Safety Action Plan; and

WHEREAS, the county local road network has experienced degradation due to insufficient maintenance funding and additional degradation is expected without additional maintenance funding; and

WHEREAS, cities within Clackamas County have also expressed the need for additional revenues for road maintenance, operation and improvement of roads under their jurisdiction; and

WHEREAS, both the County and the cities have expressed a desire to create a strategic investment fund from a portion of the County's share of the vehicle registration fee revenue to allow local public agencies to work collaboratively to fund multi-jurisdictional projects; and

WHEREAS, a vehicle registration fee is a stable form of local revenue that is generated by users of roads within the County; and

WHEREAS, revenues from a vehicle registration fee can be used for road-related purposes as defined in Section 3a of Article IX of the Oregon Constitution and such uses include capital improvements, maintenance, and operation of existing county roads; and

WHEREAS, revenues from such a fee must be shared with cities within the County; and

WHEREAS, it is in the public interest to implement a vehicle registration fee to provide additional revenue for the purposes described herein; and

WHEREAS, adequate funding for the maintenance of county and city road systems is a statewide concern; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Title 7 of the Clackamas County Code is hereby amended to add Chapter 7.07, Vehicle Registration Fee, as set forth in the attached Exhibit A.

**Section 2:** Appendix A of the Clackamas County Code is hereby amended to add the Vehicle Registration Fee amount, as set forth in the attached Exhibit B.

**Section 3:** This Ordinance shall take effect ninety (90) days after adoption.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary

## Chapter 7.07 - VEHICLE REGISTRATION FEE

### 7.07.010 Authority

This chapter is adopted pursuant to the authority granted by ORS 801.040, 801.041 and 803.445.

### 7.07.020 Definitions

- A. MOPED shall have the meaning given in ORS 801.345.
- B. MOTORCYCLE shall have the meaning given in ORS 801.365.
- C. REGISTRATION or REGISTER shall have the meaning given in ORS 801.410.
- D. VEHICLE shall have the meaning given in ORS 801.590.

### 7.07.030 Fee Imposed; Exemptions

- A. Except as provided in this chapter, Clackamas County hereby imposes a vehicle registration fee on all vehicles registered with the State of Oregon Department of Transportation where the residential or business address on the application for registration or the renewal of registration is located in Clackamas County.
- B. Clackamas County shall not impose a vehicle registration fee on those vehicles identified in ORS 801.041(3) as being exempt from the registration fee. Vehicles exempt from the vehicle registration fee include the following:
  - 1. Snowmobiles and Class I all-terrain vehicles;
  - 2. Fixed load vehicles;
  - 3. Vehicles registered under ORS 805.100 to disabled veterans;
  - 4. Vehicles registered as antique vehicles under ORS 805.010;
  - 5. Vehicles registered as vehicles of special interest under ORS 805.020;
  - 6. Government-owned or operated vehicles registered under ORS 805.040 or 805.045;
  - 7. School buses or school activity vehicles registered under ORS 805.050;
  - 8. Law enforcement undercover vehicles registered under ORS 805.060;
  - 9. Vehicles registered on a proportional basis for interstate operation;

10. Vehicles with a registration weight of 26,001 pounds or more described in ORS 803.420(14) (a) or (b);
11. Vehicles registered as farm vehicles under the provisions of ORS 805.300;
12. Travel trailers, campers and motor homes, as those terms are defined in ORS 801.565, ORS 801.180, and ORS 801.350 respectively;
13. Vehicles registered under ORS 805.110 to former prisoners of war.

#### 7.07.040 Amount and Payment of Fee

- A. Except as provided in this chapter, at the time a vehicle is first registered or at the time of registration renewal, the applicant shall pay the county vehicle registration fee for each year of the registration period.
- B. At the time a motorcycle or moped is first registered or at the time of registration renewal, the applicant shall pay the county vehicle registration fee for each year of the registration period.
- C. The county vehicle registration fee is in addition to other fees required to be paid to the State of Oregon under ORS 803.420.
- D. The fee shall be collected by the Oregon Department of Transportation on behalf of Clackamas County.

#### 7.07.050 Distribution of Revenue

- A. The County will pay and distribute 40% of the moneys collected to those incorporated cities within the County. The distribution shall be based on each city's proportional share of the total number of Clackamas County residents residing within incorporated cities, as determined by the most recent reports of the Portland State University Population Research Center.
- B. The County will allocate 10% of the moneys collected to a strategic investment fund for purposes of funding jurisdictional road transfers or other multi-jurisdictional projects.
- C. All distributions under this provision will be made after administrative fees are collected by the Oregon Department of Transportation and the County.

#### 7.07.060 Use of Revenue

- A. The County Department of Finance, or its designee, shall be responsible for the disposition of the revenue from the vehicle registration fee.

- B. For the purposes of this section “net revenue” means the revenue from the fee imposed by this chapter remaining after providing for the cost of collection, transfer, and administration by the Oregon Department of Transportation and the County.
  
- C. The net revenue of the fees collected under this chapter shall be used only for purposes allowed by state law. Except for the portion of the net revenue described in 7.07.050(B), the net revenue received by the department shall be credited to the County road fund under a different account to ensure these funds shall be used only for the maintenance of local roadways, safety related projects and capital construction focused on the reduction of congestion on county roads. The net revenue received by the cities shall be used only for road purposes as outlined in applicable state law regarding expenditure of road user fees and taxes. The net revenue described in 7.07.050(B), which is allocated to the strategic investment fund, shall be used only for payments to transfer roads between jurisdictions or for multi-jurisdictional projects which affect new or existing roads or streets within the limits of a city, or on county roads or local access roads, as those terms are defined in ORS 368, that are located within or adjacent to the limits of an incorporated city.

## EXHIBIT B

Department/Division	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE
<b>DTD - ADMINISTRATION</b>				x
Returned check fee	Code §1.01.090			x

Vehicle Registration Fee	Code §7.07.040	x
Motorcycles/Mopeds		x
All other vehicles not otherwise exempt		x

CURRENT FEE AMOUNT
\$25



\$15 per year  
\$30 per year



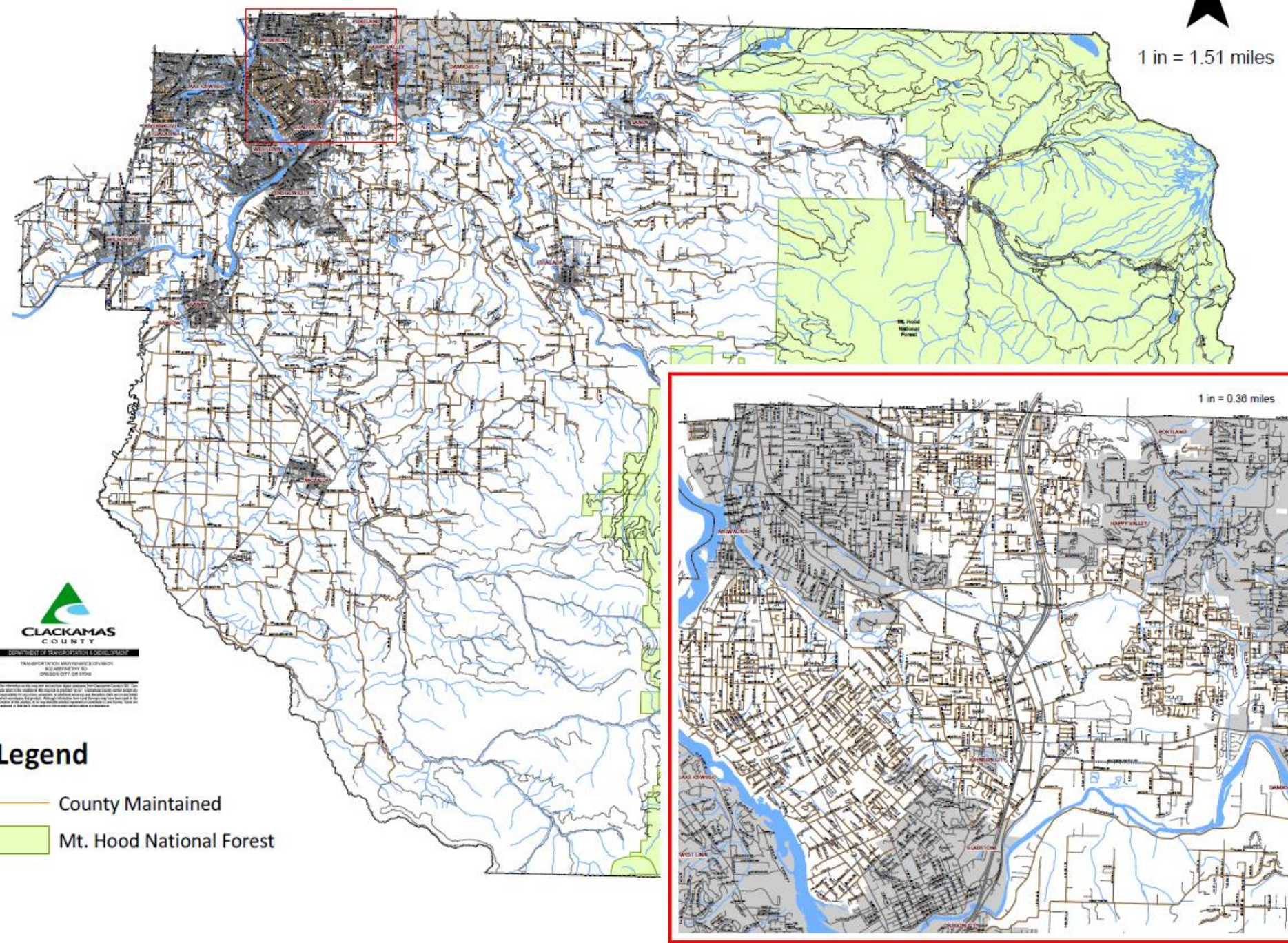
# THE ROAD AHEAD: Continuing the Conversation

Public Hearings on  
Vehicle Registration Fee Ordinance

February 7 and 21, 2019



- 1,400 miles of roads
  - 40 miles inside cities
  - 1,360 miles in unincorp. areas
- 180 bridges
- 27,000 signs
- 111,000 linear ft of guardrail



- Legend**
- County Maintained
  - Mt. Hood National Forest



# Clackamas County

## How is road work funded?

### Maintenance

- State Highway Fund (Road Fund)
- Timber Receipts/Secure Rural Schools
- **HB2017 (new)**

### Capital Projects (Historic)

- Federal/State/Other
- Urban Renewal
- Transportation System Development Charges (TSDC)
- Road Fund

# Even with House Bill 2017....

## County needs still exist:

- Construct capital projects to relieve congestion
- Local road maintenance
- Safety improvements
- ADA/curb ramps
- Multi-use paths/bike paths/sidewalks
- Relocating Transportation Maintenance



## Road Funding by County – Portland Metro Region

For years, residents in neighboring counties have voted in additional local funding to support road maintenance in their communities. These local sources supplement state and federal funds. (The year each fee was established is shown for each fee.)



# We talked with business leaders...

## They support:

Congestion relief projects

Maintenance program for local roads

More safety projects



Idea of *strategic investment fund* for local transportation needs

Idea of *vehicle registration fee*



# We talked with community leaders...

- Committee for Community Involvement (CCI)
  - Advisory group to Board of Commissioners
  - Oversees CPO and Hamlet program
- Expressed support for a VRF
- Offered to host regional community meetings
  - Estacada
  - Molalla
  - Oak Grove
  - Welches

# We met with the public and business community...

- 11 meetings with more than 200 participants, and letters and email
  - Questions about specific impact of the VRF, e.g., which vehicles would be included; and hardship that might entail
  - Wonder why the County hasn't pursued a gas tax
  - Questioning the need, how funds have been used before, etc.
  - Better understanding of need, and belief that more people would understand the need if they attended a similar County outreach and education session

# We talked with cities ...

## They need funds for:

- Capital projects
- Paving & general maintenance
- Sidewalks and/or ADA curb ramps

## They support:

- A vehicle registration fee initiated through ordinance
- \$30/year/vehicle
- Using 10% of the revenue for a Strategic Investment Fund





# Potential Revenue (\$30/year)

City	Population (July 1, 2017)	Annual Revenue*	City	Population (July 1, 2017)	Annual Revenue*
Lake Oswego**	34,855	\$703,222	Damascus***	10,625	\$214,364
Oregon City	34,240	\$690,807	Molalla	9,085	\$183,294
West Linn	25,615	\$516,794	Estacada	3,155	\$63,654
Wilsonville**	21,260	\$428,938	Tualatin**	2,911	\$58,741
Milwaukie	20,510	\$413,798	Portland**	766	\$15,455
Happy Valley	18,680	\$376,877	Johnson City	565	\$11,399
Canby	16,420	\$331,281	Rivergrove**	459	\$9,253
Gladstone	11,660	\$235,246	Barlow	135	\$2,724
Sandy	10,655	\$214,969	County	412,672	\$5,588,520

Strategic Investment Fund (SIF): \$1,117,704

\*Based on population, per state law

\*\*Part of this city is outside Clackamas County

\*\*\*Per state law, funds that would have gone to the former city go to the county for 10 years



# Clackamas County needs

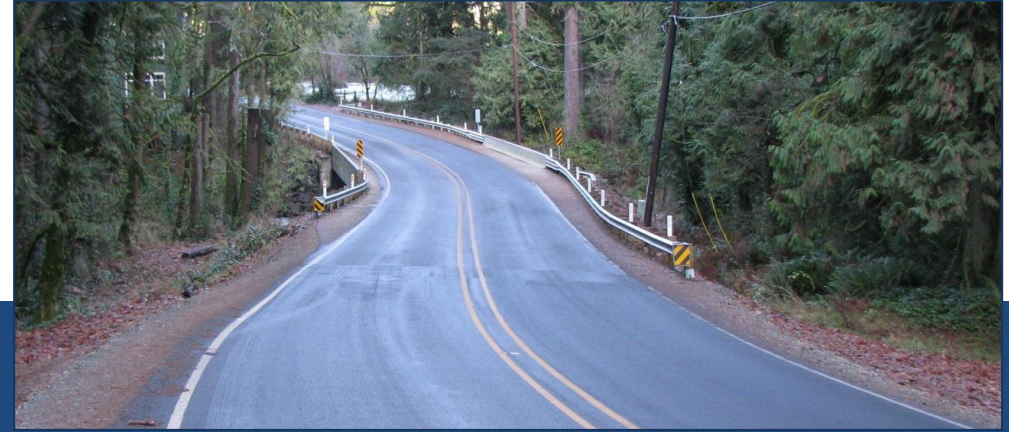
- **HB 2017:** Maintain arterial and collector roads  
Multi-use paths/bike paths/sidewalks
- **VRF:** Local road maintenance  
Capital projects to relieve congestion
- **HB 2017 & VRF:**
  - Safety improvements
  - ADA improvements
- **Other:** Relocate Transportation Maintenance facilities



# VRF Impact on Motorists

- **\$30 per vehicle per year**
  - \$60 paid every other year when motorists renew vehicle registration
  - Not applicable to one-time permanent vehicle registrations
- **Included:** motorcycles (at \$15); cars, pick-up trucks, vans and other passenger vehicles
- **Excluded (OR801.041):**
  - Unregistered farm equipment
  - Heavy trucks (they pay weight-mile tax)

# Next Steps



- Feb. 7: Public hearing / 1<sup>st</sup> reading
- Feb. 21:
  - Public hearing / 2<sup>nd</sup> reading
  - BCC action – support, deny or delay





FOR MORE INFORMATION:

[www.Clackamas.us/transportation/VRF](http://www.Clackamas.us/transportation/VRF)

February 7, 2019

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of Amendment #01 to Intergovernmental Agreement with Washington County, for the Cities Readiness Initiative Program

<b>Purpose/Outcomes</b>	Amendment #01 increases the funding by for the Cities Readiness Initiative (CRI) Program.
<b>Dollar Amount and Fiscal Impact</b>	Increased by \$14,194. bringing contract maximum value to \$43,294.
<b>Funding Source</b>	Funding through the LPHA passed through via Washington County. No County General Funds are involved.
<b>Duration</b>	Effective January 01, 2019 and terminates on June 30, 2019
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on September 18, 2014 agenda item 091814-A4, June 25, 2015 agenda item 062515-A6, and June 29, 2016, 062916-A1. June 29, 2017 agenda item 062917-A2, June 6, 2018 item 062118-A2
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Dawn Emerick, Public Health Director – 503-655-8479
<b>Contract No.</b>	8885-01

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #01 to the Agreement with Washington County for the Cities Readiness Initiative (CRI) Program.

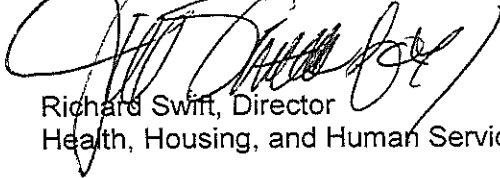
CRI is a nationwide program designed to help large urban areas create plans to administer medicine or chemical agents for the purpose of disease prevention to 100% of their populations. The State of Oregon contracts these funds to Washington County who administers this program on the State's behalf. The Portland Metropolitan CRI program is in its tenth year and the region includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington, and Yamhill counties.

Amendment #01 increases funding by \$14,194. This Amendment is effective January 1, 2019 and continues through June 30, 2019. This Amendment has been reviewed by County Counsel on January 28, 2019.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", is written over the typed name and title.

Richard Swift, Director  
Health, Housing, and Human Services

**CONTRACT AMENDMENT NO. 1**

This amendment is made and entered into by and between, Clackamas County ("Contractor") and Washington County, a political subdivision of the State of Oregon ("County").

This amendment modifies that certain contract between the parties, the original contract number being CA 18-0775.

The contract is amended as follows:

Section 2.2 Consideration is increased by \$14,194; the first sentence is replaced with: The maximum amount payable under this contract is \$43,294; unless otherwise amended.

Section 3.2 Contract term is extended insert amount of time i.e. one year, sixty days, etc.. The sentence is replaced with the following: The expiration date is \_\_\_\_\_ ; unless otherwise amended.

Attachment A is modified by adding the following language:

Other:

Effective Date of Amendment: January 1, 2019, or upon final signature, whichever is later.

All other terms and conditions of the original contract shall remain in full force and effect.

CONTRACTOR:

\_\_\_\_\_  
Signature

*Richard Swift*  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

*Director, Health, Housing and Human Services*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

WASHINGTON COUNTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



DRAFT

Approval of Previous Business Meeting Minutes:  
January 17, 2019

## **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, January 17, 2019 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner Jim Bernard, Chair  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Housing Authority Commissioner Paul Reynolds

**EXCUSED:** Commissioner Sonya Fischer

### **CALL TO ORDER**

■ Roll Call

Commissioner Fischer is attending another meeting today and will not be in attendance.

■ Pledge of Allegiance

Chair Bernard announced the Board would recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item and he introduced Housing Authority Commissioner Paul Reynolds.

### **I. HOUSING AUTHORITY CONSENT AGENDA**

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

#### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

1. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for the Clackamas Heights Master Plan

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

### **II. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE**

*(No public testimony on this item)*

1. Adoption of Zoning and Development Ordinance 275, Amendments to the Floodplain Management District Provisions of the ZDO *Previously approved at the 1-9-19 Land Use Hearing*  
Nate Boderman, County Counsel presented the staff report.

Chair Bernard asked for a motion to read by title only.

#### **MOTION:**

Commissioner Savas: I move we read ZDO-275 by title only.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

Chair Bernard asked the Clerk to read ZDO-275 by title only, then asked for a motion.

**MOTION:**

Commissioner Savas: I move we Adopt ZDO-275, Amendments to the Floodplain Management District Provisions of the Zoning & Development Ordinance, as previously approved at the Jan. 9, 2019 Land Use Hearing.

Commissioner Schrader: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

**III. CITIZEN COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

1. Thelma Haggemiller, Oak Grove – read her comments urging folks to get informed and attend one of the two community conversations meetings scheduled next week regarding NCPRD and Happy Valley.
2. Les Poole, Gladstone – spoke regarding the VRF and stated he has a meeting today with Chair Bernard to discuss this issue.

**IV. PUBLIC HEARING**

1. **Board Order No. 2019-01** Offering to Transfer Jurisdiction from Clackamas County to the City of Wilsonville a Portion of Ridder Road, County Road No. 799

Michael Bayes, Dept. of Transportation & Development presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearings and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the Board Orders Offering to Transfer Jurisdiction from Clackamas County to the City of Wilsonville a Portion of Ridder Road, County Road No. 799.

Commissioner Schrader: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

**V. CONSENT AGENDA**

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

**MOTION:**

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

**A. Health, Housing & Human Services**

1. Approval to Apply for Grants from Oregon Department of Transportation Statewide Transportation Improvement Fund (STIF) - Human Services Transportation Funds through TriMet for Services Provided by Clackamas County Social Services Division for Clackamas County Seniors and People with Disabilities - *Social Services*
2. Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds through Ride Connection, Inc., for Services Provided by Members of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities - *Social Services*
3. Approval of an Agency Services Contract with Hillside Christian Fellowship for Warming Center Services - *Social Services*
4. Approval of Amendment No. 3 to a Professional Services Agreement with Laboratory Corporation of America (LabCorp) for Laboratory Services for Clackamas County Health Centers Division (CCHCD) – *Health Centers*

**B. Department of Transportation & Development**

1. Acceptance of the Oregon Department of Transportation Safe Communities Grant for Educational Outreach on the Transportation Safety Action Plan

**C. Elected Officials**

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

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of Closing Documents for Hidden Falls Property

**VII. WATER ENVIRONMENT SERVICES**

1. Approval of a Public Improvement Contract between Water Environment Services and OBEC Consulting Engineers, Inc. for Services During Construction for the 82<sup>nd</sup> Drive Bridge- North Approach Project - *Procurement*

**VIII. COUNTY ADMINISTRATOR UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

**IX. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED – 10:52 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. <https://www.clackamas.us/meetings/bcc/business>**

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of 2021 Convention Contract with Red Lion Hotel on the River to  
Provide Services for the Sheriff's Office Child Abuse & Family Violence Summit**

<b>Purpose/ Outcomes</b>	Approval of the 2021 Convention Contract
<b>Dollar Amount and Fiscal Impact</b>	\$215,826
<b>Funding Source</b>	216 1603 06894 450001
<b>Duration</b>	Execution through April 24, 2021
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	
<b>Contact Person</b>	Ryan Brown, x8039

**BACKGROUND:**

Annually the Sheriff's Office has hosted the Child Abuse & Family Violence Summit that is nationally recognized and attended by over 800 participants from across Oregon and the United States. The Summit occurs at the Red Lion Hotel on the River as it is the only local location that accommodate the size of event for both lodging and event needs. In order to secure the Hotel for the 2021 Summit, it is necessary for the County to enter into the contract at this time.

In accordance with LCRB C-047-0275, Procurement published a notice of intent to award a sole source contract for seven calendar days on the County Procurement website. No protests were received.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached contract.

Respectfully submitted,

Chris Hoy, Undsheriff

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division

**CONVENTION CONTRACT**

A satisfied customer is our goal. Admittedly we believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This contract between the **Clackamas County on behalf of its Sheriff's Office** and the **Red Lion Hotel on the River** is intended to be helpful to us both and result in your satisfaction with our performance.

Especially Prepared for:	Clackamas County Sheriff's Office
By:	Camille Greenslade, Director of Sales 909 N Hayden Island Drive Portland, OR 97217 503-978-4553 camille.greenslade@redlionontheriver.com
Contact:	Detective Erin Schweitzer, Detective Clackamas County Sheriff's Office, 2223 Kaen Road Oregon City, OR 97045 503-785-5102 erinsch@co.clackamas.or.us
Function:	<b>2021 Child Abuse Summit</b>
Headquarters Hotel:	<b>Red Lion Hotel on the River</b>
Dates Rooms Reserved:	Sunday, April 18, 2021 through Saturday, April 24, 2021

**ROOM ARRIVAL and DEPARTURE PATTERN**

Guest Rooms	Sun 04/18	Mon 04/19	Tue 04/20	Wed 04/21	Thu 04/22	Fri 04/23
Guest Rooms	2	199	220	220	210	5
Staff/Courtyard		25	25	25	25	10
King Presidential Suite		1	1	1	1	1
Parlor Suite		2	2	2	2	2
Junior Executive Suite		2	2	2	2	2

TOTAL SLEEPING ROOM NIGHTS RESERVED: **991**

Room Rates	Single Rate	Double Rate	Triple Rate	Quad Rate
Guestrooms	\$181.00	\$181.00	\$181.00	\$181.00
Staff/Courtyard	\$99.00	\$99.00	\$99.00	\$99.00
Presidential Suite		Complimentary		
Parlor Suite		Complimentary		
Junior Executive Suite		Complimentary		

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

The rates listed above are at the current published Federal Government per diem at the time of contracting. For your event, the Red Lion Hotel on the River will guarantee the prevailing Federal Government per diem rate in effect on the dates of your meeting, although it will not be allowed to go below the current rate listed above.

The above rates are subject to applicable tax which is currently 13.3% Occupancy Tax and 2.0% TID Assessment per room, per night, and is subject to change without notice.

**Concessions**

Concessions as listed below are based on the overall value of the business as outlined in the contract. Should GROUP be unable to fulfill the commitment, the Red Lion Hotel on the River reserves the right to reassess concessions commensurate with the actual estimated value:

- Discounted staff room rate of \$99.00 + tax for up to 110 total room nights
- One (1) complimentary Presidential Suite arriving Monday, April 19, 2021 for 5 nights, departing Saturday, April 24, 2021
- Two (2) complimentary Junior Executive Suites arriving Monday, April 19, 2021 for 5 nights, departing Saturday, April 24, 2021
- Two (2) complimentary Parlor Suites arriving Monday, April 19, 2021 for 5 nights departing Saturday, April 24, 2021
- One complimentary room night per every fifty (50) revenue room nights actually utilized by your 2021 Child Abuse Summit attendees
- No early departure fee for 2021 Child Abuse Summit attendees
- Hotel staff to hang Group banners, complimentary
- Hotel to provide ten (10) exhibit tables with linen and draped, complimentary
- Waived patch fees and no additional charges for Group providing audiovisual equipment

**Rebate**

The **Red Lion Hotel on the River** will pay \$5.00 for each revenue room night actually occupied and paid for by your attendees that was reserved as part of the established group block at the special group rates contained in this agreement to Clackamas County Sheriff's Office, for the purpose of defraying costs. This payment will be made by **Red Lion Hotel on the River** after receipt by the **Red Lion Hotel on the River** of full payment for the event.

**Staff Rooms**

We are pleased to reserve twenty-five (25) courtyard and/or suites accommodations per night as part of the staff block to be used by your convention staff for the dates of April 19-24, 2021 at the special net rate of \$99.00 plus tax. Suite accommodations are based on availability.

**Complimentary Rooms**

In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every 50 revenue room nights actually utilized by your **Clackamas County Sheriff's Office**. A Parlor Suite is counted as one room; a Presidential Suite being counted as two rooms. **Clackamas County Sheriff's Office** should provide a list of names in order of preference for complimentary room assignment.

In addition to the above complimentary room policy, the **Red Lion Hotel on the River** is pleased to extend the following complimentary suites:

- One (1) complimentary Presidential Suite arriving Monday, April 19, 2021 for 5 nights, departing Saturday, April 24, 2021

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

- Two (2) complimentary Junior Executive Suites arriving Monday, April 19, 2021 for 5 nights, departing Saturday, April 24, 2021
- Two (2) complimentary Parlor Suites arriving Monday, April 19, 2021 for 5 nights departing Saturday, April 24, 2021

#### **Cut Off Date**

All the rooms provided for in your room block will be reserved on a definite basis for you upon signing of this contract. In order to assign specific room types to your attendees we ask that all room requests be received by **Sunday, March 28, 2021** twenty one (21) days prior to your major arrival day. After that date, the **Red Lion Hotel on the River** will continue to hold any rooms in your block not assigned to a specific attendee for your group if you pay for them in full at that time. Advance payments will be refunded by the **Red Lion Hotel on the River** after your convention dates if rooms you paid for in advance were later paid for by your attendees. If you prefer, after consultation with you, confirmed in writing, the **Red Lion Hotel on the River** will offer unassigned rooms in your block to other individuals or groups in an effort to reduce damages you may be required to pay pursuant to the Performance Clause of this agreement. If you ask us to attempt to resell the unused rooms in your block, members of your group may still request rooms based on availability. Such rooms will be available at the **Red Lion Hotel on the River's** prevailing rate.

#### **Early Departure Fee**

The Hotel's standard early departure fee of \$50.00 is waived for the 2021 Child Abuse Summit.

#### **Check-In/Out Time**

Our check-in time is 3:00 p.m., check-out time is 12:00 p.m. All guests arriving before 3:00 p.m. will be accommodated as rooms become available. Our **Guest Services Department** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

#### **Room Assignments**

Hotel requires the use of PassKey/GroupMax for guestroom reservations. This booking tool will be set up by your Convention Services Manager and a link emailed to you for your use on any web sites your attendee's may use to register for your event. This process will allow you to monitor in real time all room reservations, the ability to run rooming lists, make changes to existing reservations and so much more. The hotel will provide your group with training on the PassKey/GroupMax program as necessary. Requests for room assignments may also be made by calling the hotel directly at 503-283-4466 and asking for the Child Abuse Summit group rate.

#### **Deposits/Confirmation**

In order to confirm a room assignment for your attendees, we will require them to provide a first night's deposit, (refundable up to 72 hours in advance of your convention date; cancellation within 72 hours of arrival date is nonrefundable.) Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay will be charged immediately. The Red Lion Hotel on the River will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

#### **Credit Arrangements**

It is our understanding that all individuals who attend your meeting will be responsible for their own room, tax and incidental charges upon check-out.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_



**Master Accounts**

**Clackamas County Sheriff's Office** currently has credit with **Red Lion Hotel on the River**. Credit applications are valid for one year from the time of signing and will be required to be updated annually. The **Red Lion Hotel on the River** will provide master account billing for charges as indicated incurred during your meeting. The **Red Lion Hotel on the River** reserves the right to request a credit application at any time if your group's credit status changes and may require advance payments or deposits of all or part of your estimated charges if credit is not approved. All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review this account with you daily to eliminate discrepancies. You agree that the remainder of the master account will be fully paid by company or certified check within 30 days after receipt of the bill. In the event any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1½% per month until paid.

If you prefer, all master account charges can be paid by credit card. Red Lion Hotel on the River accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for master account payments. If credit has not been approved for your event, you will provide us with the credit card to which all estimated master account charges will be charged no later than **Sunday, March 28, 2021**. If you receive credit approval, we request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the master account bill. In the event any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

Should the master account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to its other remedies, **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** agree that the hotel, at its sole option, may elect to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** for additional conventions/meetings to be held in the future, and that in such event, no fees, charges, damages or penalties shall be due from the **Red Lion Hotel on the River** as a result of the cancellation and no claim shall be brought against the **Red Lion Hotel on the River** as a result of the cancellation.

**Function Space**

We have reserved the attached program of function space according to the requirements as indicated. Based on the sleeping room and food and beverage usage and other anticipated revenues that **Red Lion Hotel on the River** will realize from this event, the function space for your program will be waived with a minimum food and beverage purchase of **\$50,000.00** plus service charge. Should the minimum not be met, the remaining balance will be charged as room rental and will be subject to service charge.

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover **Red Lion Hotel on the River** cost and additional labor. If equipment is necessary that exceeds **Red Lion Hotel on the River's** inventory, then **Clackamas County Sheriff's Office** agrees to pay for the cost or renting of additional equipment.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Fire Permits**

You agree to any and all expenses associated with obtaining any and all necessary licenses, permits or approvals for your event, including, but not limited to, licensing, Fire Marshall, Health Department, or other permits.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

**Audio Visual**

Presentation Services Audio Visual (PSAV) is the preferred company of the Red Lion Hotel on the River providing all audio-visual support for guests and meeting attendees in order to provide the best possible experience for your group. Red Lion Hotel on the River highly recommends the use of PSAV as they are an international company with extensive resources, are experts in the set-up and operation of all equipment, provide competitive pricing and exceptional service. Please reference PSAV's current price list for all equipment or call (503) 286-8297 for a customized proposal. No outside audio visual vendors may be contracted to provide on-site equipment or services during your event without prior approval from the Hotel at least 30 days in advance of your event. The Hotel will require proof of insurance, liability and security waivers as well as compliance with the Audio Visual Service Standards ensuring consistency of product and service. Additional support from PSAV may be required by the Hotel as outlined in the Audio Visual Service Standards at an additional fee and/or the Hotel may impose an additional facilities charge to offset loss of revenue.

**Service Charge**

The quotations listed do not include service charges, which for your reference are currently 23%. Service charges apply to all food, beverage and room rental charges and are subject to change without notification. You will be charged the prevailing service charge as of the date of your Event. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event.

**Red Lion Hotel on the River** understands the importance of your ability to use the function space held for your event without significant outside noise or other distractions. In the event such problems occur, Hotel upon notification by **Clackamas County Sheriff's Office** will immediately take reasonable steps to prevent such noise or other distractions that are within the Hotel's reasonable control from continuing.

Red Lion Hotel on the River understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at the **Red Lion Hotel on the River's** published rates.

**Banner Hanging**

The **Red Lion Hotel on the River** agrees that banners will be hung by hotel staff no later than 11:00AM on Monday, April 19, 2021

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit Space**

- A. Type, Size and Number: TBD
- B. Set-Up Date Monday, April 19, 2021  
Hours for Set-Up: 8:00 a.m. – 4:00 a.m.
- C. Tear-Down Date: Friday, April 23, 2021  
Hour for complete removal from Hotel: 4:00 p.m.
- D. Exhibit tables will be clothed and draped, provided complimentary by the Hotel.
- E. The Grand Ballroom Foyer/Pre-function Space will be the designated exhibit area.

**Hotel Guidelines on Exhibits**

- A. Hotel unfortunately does not have storage space for crates.
- B. Uniformed Guards may be required in Exhibit Areas at the expense of the **Clackamas County Sheriff's Office**.
- C. Exhibitors and **Clackamas County Sheriff's Office** shall indemnify and hold harmless Hotel and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. **Clackamas County Sheriff's Office** hereby agrees to the Indemnity Agreement attached hereto and marked Exhibit A.
- D. **Clackamas County Sheriff's Office** shall be responsible for obtaining any necessary Local Fire Department approvals of Exhibit plans.
- E. Hotel requests that the **Clackamas County Sheriff's Office** submit to Hotel a proof of the Exhibitors Contract before it is sent to the Exhibitors.
- F. You agree to indemnify us for any damage caused to any Hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

**Outside Contractors**

Should you elect to utilize outside contractors or subcontractors on the Hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify the Hotel of your intention to use such providers at least thirty days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises.

**Security**

If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Banquet Services**

You have agreed to hold the food and beverage events set forth in the attached program schedule. You will be asked to sign Event Orders confirming menus and other details for each of your events.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your information and guidance, our current menu prices are as follows:

Continental Breakfast:	from \$18.00
Full Breakfast Buffet:	from \$25.00
Plated Lunch:	from \$28.00
Lunch Buffet:	from \$31.00
Plated Dinner:	from \$37.00
Dinner Buffet:	from \$43.00

Upon request, copies of proposed menus will be provided. The menu pricing listed does not include service charge, currently 23% (subject to change). Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your budgeting purposes, our average increase in menu pricing is 5% annually. We will guarantee a maximum yearly increase of 5% to the above 2018 average menu pricing.

Until specific menus and prices are established, **Red Lion Hotel on the River** will compute any performance or cancellation damages due using the minimum menu prices above and number of attendees listed in the program schedule.

The Red Lion Hotel on the River is licensed to serve food and beverages. No food or beverages may be brought into the Red Lion Hotel on the River by Clackamas County Sheriff's Office for service at this convention.

**Performance and Cancellation Policies**

Upon signing of this contract, both you and **Red Lion Hotel on the River** will have entered into a binding commitment. **Red Lion Hotel on the River** is committed to provide and you are committed to use and pay for all of the accommodations and services set forth in this agreement. **Red Lion Hotel on the River** has offered the favorable sleeping room rates and other concessions in this contract based upon the total anticipated revenues for your event. "Anticipated Revenue" includes revenue from the total sleeping room nights reserved on page 1 at the gross rates established herein (less complimentary rooms), food and beverage events at the minimum per person charge, plus service charge as set forth in your program, meeting room rental as agreed and ancillary revenues which the Hotel expects to receive from your attendees, such as telephone tolls, in-room movies, room service, outlet usage and similar charges. In states in which local law requires payment of taxes on damages, anticipated revenue will include tax.

Should you not utilize and pay for all of the commitments of this contract, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or cancellation of the entire contract, you agree that the Hotel will suffer damages. Such damages will occur because **Red Lion Hotel on the River** will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The exact amount of such damages will be difficult to determine. Therefore, the parties agree that the following liquidated damage clauses are a reasonable effort by the parties to agree in advance on the amounts that will be paid by you in the event of either lack of performance or cancellation.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Performance Clause**

Prior to your event, from time to time, at our option, we may review the number of requests for room assignments which have been made by your attendees in order to compare your obligations herein with your **Clackamas County Sheriff's Office's** actual likely performance. Should it appear in advance of your meeting that the actual number of attendees will fall below the attendance we expect based upon your room block, the **Red Lion Hotel on the River** reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendee's requests for room assignments.

Further, in the event that you do not use all of the sleeping rooms in your block or reduce the number, size or scope of the food and beverage events set forth in your program, you agree to pay liquidated damages to the Hotel based upon the difference between the total revenue anticipated for your event and the revenue actually received as follows:

**Sleeping Rooms**

Percentage of Total Anticipated Revenue from Sleeping Rooms Actualized by Hotel:	Percentage of Total Anticipated Revenue from Sleeping Rooms to be paid as Liquidated Damages:
Total Anticipated Sleeping Room Revenue	\$165,826.00
80% Minimum Revenue Commitment =	\$132,660.80
80% to 100%	0% \$ -
70% to 79%	10% \$ 16,582.60
60% to 69%	20% \$ 33,165.20
50% to 59%	30% \$ 49,747.80
40% to 49%	40% \$ 66,330.40
30% to 39%	50% \$ 82,913.00
20% to 29%	60% \$ 99,495.60
19% or Less	70% \$ 116,078.20

The Hotel will determine your actualized sleeping room revenue by adding together the room rates received for rooms used within your reserved room block. If you and Hotel agree under the Cut Off Date paragraph that unreserved rooms in your block will be returned to the Hotel to attempt resell, your group rooms will be considered resold to the extent that the Hotel sells more rooms on a night of your event than it could have sold if your block had been filled. Each room resold will be credited to your actualized revenue at the Hotel's average rate for the day.

**Cancellation Clause**

**Clackamas County Sheriff's Office** agrees that should it cancel its event for any reason, including changing its meeting site to another Hotel, that **Red Lion Hotel on the River** will suffer damages. The closer in time to the date of your event that a cancellation occurs, the less likely it is that **Red Lion Hotel on the River** will be able to replace any or all of your business with comparable business. Therefore, the parties agree that **Clackamas County Sheriff's Office** will pay as liquidated damages to the **Red Lion Hotel on the River** immediately upon notice of cancellation a percentage of the total revenues anticipated by the **Red Lion Hotel on the River** for your event from sleeping rooms, food and beverage events set forth in your program and ancillary revenues as follows:

Total Anticipated Sleeping Room and Food and Beverage Revenue: \$215,826.00

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Cancellation between date of signing and April 17, 2019: 30%; \$64,747.80

Cancellation between April 18, 2019 and April 17, 2020: 50%; \$107,913.00

Cancellation between April 18, 2020 and date of group arrival: 70%; \$151,078.20

In the event that this meeting is canceled prior to the time that specific sleeping room rates are agreed upon, menu prices are established, or exhibit space rates are established, then our current room rates, current menu prices and current exhibit space rates, as set forth herein, will be used in calculating the **Red Lion Hotel on the River's** anticipated gross revenues. Ancillary revenues will be calculated using the average daily per occupied room ancillary revenue for the same month as the convention from the most recent year available.

**Red Lion Hotel on the River** will not consider notice of cancellation valid and will not release accommodations held until payment of the liquidated cancellation damages is received, therefore delay in payment may result in higher damages owed.

#### **Shipping, Receiving, Storage**

Parcels for events held in the Hotel may be delivered up to three (3) working days prior to the event. The shipment must be addressed to the guest responsible for claiming the parcel at the Hotel. Parcels should be addressed to: Guest's Name, Date of Arrival and Name of Event, (Hotel name and address). The Hotel requires advance notice of the shipment and number of parcels. Parcels should be numbered 1 of 10, 2 of 10, 3 of 10, etc. The Hotel is not responsible for storage of exhibit property or large quantities of parcels.

#### **Parking**

Parking is provided for all Hotel guests on a space available basis.

#### **Acts of God**

Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the **Red Lion Hotel on the River**, governmental authority, or war in the United States make it illegal or impossible for the Hotel to hold the event.

#### **Americans With Disabilities Act**

The **Red Lion Hotel on the River** represents and **Clackamas County Sheriff's Office** acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated thereunder ("ADA"), the **Red Lion Hotel on the River** facilities being rented to **Clackamas County Sheriff's Office** under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

#### **Auxiliary Aids**

**Clackamas County Sheriff's Office** agrees that by **Sunday, March 28, 2021**, it will furnish to the **Red Lion Hotel on the River** a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, **Clackamas County Sheriff's Office** shall pay all charges associated with the acquisition, rental or provision of such aids for use in the function space.

When requests for sleeping room assignments are made, please ask your attendees to notify the **Red Lion Hotel on the River** of their auxiliary aid needs, so that we may notify you as to

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

the names of businesses with which you may contract to obtain those aids for use in the sleeping rooms.

#### **Compliance with Laws**

**Clackamas County Sheriff's Office** agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. **Clackamas County Sheriff's Office** agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. **Clackamas County Sheriff's Office** represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

#### **Promotional Considerations**

**Red Lion Hotel on the River** has the right to review and approve any advertisements or promotional materials in connection with **Clackamas County Sheriff's Office** function which specifically reference a name or logo owned by Red Lion Hotels Corporation.

#### **Option Dates**

These arrangements are being held on a **first option basis** until **Friday, June 29, 2018**. However, should another organization request the dates and be in a position to confirm immediately, you will be advised and given seven (7) days to confirm on a definite basis or so alternate dates can be researched and held for your use.

By signing and returning the enclosed copy of this contract by **Friday, June 29, 2018**, you will enable us to establish these arrangements on a definite basis.

Please note that it is the responsibility of your organization to notify the **Red Lion Hotel on the River** if you need to extend your option. If written confirmation is not received by the **Red Lion Hotel on the River** by **Friday, June 29, 2018** your hold may be automatically released.

#### **Indemnification**

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the **Red Lion Hotel on the River**, COHO, and the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of Hotel.

#### **Insurance**

You agree to obtain and keep in force, during the term of your occupancy and use of our premises for your event, policies of General Liability insurance, specifically referring to and including the Contractual Liability referred to in the indemnification paragraph above, Premises-Operations, Broad Form Property Damage, and Personal and Injury Liability with limits not less than \$1,000,000.00 per occurrence, and, if applicable, Worker's Compensation insurance to statutory limits, Employer's Liability insurance with limits not less than \$1,000,000.00 per occurrence, and Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits not less than \$1,000,000.00 per occurrence. You agree to include Hotel, COHO and Hotel Owner (JBH Property Acquisitions, LLC) in the General Liability policy as an additional insured thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least seven (7) days prior to your event copies of certificates of insurance for each policy required by us. All policies of insurance

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

will be with insurance companies rated by A. M. Best Company as an A VIII or better or otherwise acceptable to the Hotel.

If you use an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of you. Also, their insurance is primary to any similar insurance carried by us. The Hotel, COHO and Hotel Owner must be named as an additional insureds on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide us certificates of insurance seven (7) days prior to the performance of their contract with you.

#### **Arbitration/Dispute Resolution**

The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

#### **Attorney's Fees/Costs**

The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

#### **Successors and Assigns**

The commitments made by **Clackamas County Sheriff's Office** will be binding on its successors and assigns. In the event that **Clackamas County Sheriff's Office** assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by COHO. In the event such an assignment is contemplated, **Clackamas County Sheriff's Office** agrees to notify COHO at least thirty days in advance of the planned close of the assignment transaction of the entities involved. COHO will thereafter have 20 days in which to notify **Clackamas County Sheriff's Office** if assignment is approved.

#### **Effective Date of Communications/ Signatures sent by Facsimile**

The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_



This contract, with exhibits attached hereto (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Red Lion Hotel on the River and Clackamas County**.


**This contract is subject and subordinate to the terms and conditions of the Hotel Agreement Addendum attached here to and incorporated herein.**

**ACCEPTED AND AGREED TO:**

Clackamas County Board of  
County Commissioners

Red Lion Hotel on the River

By: \_\_\_\_\_  
Chair

By:   
Ms. Camille Greenslade,  
Director of Sales

Date \_\_\_\_\_

Date 1-16-19

By: \_\_\_\_\_  
Ms. Dani Boss  
Director of Sales and Marketing

Date \_\_\_\_\_

**EXHIBIT A**

**RESPONSIBILITY CLAUSE FOR EXHIBITS**

The **Clackamas County Sheriff's Office** shall assume responsibility for any claims arising out of the use of the exhibition premises of the **Red Lion Hotel on the River**. In this regard, the **Clackamas County Sheriff's Office** agrees to indemnify and defend the **Red Lion Hotel on the River** and its Owners, agents and employees against any claims or expenses arising out of the use of the exhibition premises.

The **Clackamas County Sheriff's Office** agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the **Clackamas County Sheriff's Office's** indemnity in this Responsibility Clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The **Red Lion Hotel on the River**, its Owners and COHO shall be named as additional insureds on such policy, and **Clackamas County Sheriff's Office** shall supply the **Red Lion Hotel on the River** with Certificates of Insurance at least 30 days prior to the use of the exhibition premises.

In order to protect the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River**, the **Clackamas County Sheriff's Office** agrees to include the following Responsibility Clause in their Exhibitor contract:

Exhibitor assumes responsibility and agrees to indemnify and defend the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises.

The Exhibitor understands that neither the **Clackamas County Sheriff's Office** nor the **Red Lion Hotel on the River** maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE OF EVENTS**

Date	Start Time	End Time	Description	Room	Setup	Agr
<b>Monday</b>						
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4	Special Setup Instructions	800
4/19/2021	8:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Overton		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Pendleton		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Glisan		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Multnomah		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Clackamas		
4/19/2021	8:00 PM	4:00 AM	24 hour hold	Clark		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Washington		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Hayden		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Timberline		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Flanders		
4/19/2021	8:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/19/2021	1:00 PM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
<b>Tuesday</b>						
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/20/2021	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Overton		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Multnomah		

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Clackamas County Sheriff's Office

June 7, 2018

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4/20/2021	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Clark		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Washington		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/20/2021	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
4/20/2021	5:00 PM	8:00 PM	Reception	JB's Lounge		
<b>Wednesday</b>						
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/21/2021	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Overton		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Clark		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Washington		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/21/2021	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
4/21/2021	4:00 AM	4:00 AM	24 hour hold	JB's Lounge		

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Clackamas County Sheriff's Office

June 7, 2018

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<b>Thursday</b>						
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Crown Zellerbach		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Weyerhaeuser		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Overton		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Clark		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Washington		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/22/2021	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
<b>Friday</b>						
4/23/2021	4:00 AM	4:00 PM		Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/23/2021	4:00 AM	5:00 PM	Office	White Stag	Office	
4/23/2021	4:00 AM	5:00 PM	Office	Jantzen	Office	
4/23/2021	4:00 AM	3:00 PM	Teardown	Overton		
4/23/2021	4:00 AM	5:00 PM	Storage	Pendleton		
4/23/2021	10:00 AM	12:00 PM	Meeting	Multnomah		
4/23/2021	10:00 AM	12:00 PM	Meeting	Clackamas		
4/23/2021	8:00 AM	5:00 PM	Hospitality	Presidential Suite	Hospitality	

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

4/23/2021	4:00 AM	12:15 PM		Hayden		
4/23/2021	10:00 AM	12:00 PM	Meeting	Washington		
4/23/2021	10:00 AM	12:00 PM	Meeting	Clark		

**\*Meeting Rooms Subject to Change\***

**Meeting agenda must be provided to hotel 6 months prior to the event for space review and release of space not needed.**

**SECURITY AND DAMAGES:** The Hotel assumes no responsibility for loss or damage to materials and/or equipment left in function rooms. It is advised that all equipment be taken out of meeting rooms at the conclusion of event. Your Convention Services Manager can assist you in contracting outside security services at prevailing rates should you need to leave equipment in the banquet rooms.

This Application is for reference only and in no way establishes a line of credit on behalf of Clackamas County, a political subdivision of the State of Oregon.



Arrival Date: April 18, 2021

**HOTEL NAME:** Red Lion Hotel on the River **TELEPHONE:** \_\_\_\_\_  
**ADDRESS:** 909 North Hayden Island Drive **FAX:** 503-735-4847  
Portland, Oregon 97217

**CREDIT APPLICATION**

Confidential Information

Name of Company Requesting Clackamas County Sheriff's Office  
Direct Billing: \_\_\_\_\_  
Address: 2223 Kaen Rd.,  
City: Oregon City Telephone: 503-331-2400  
Dun & Bradstreet Number: \_\_\_\_\_ State: OR Zip: 97045  
Listed in Name of: \_\_\_\_\_ Rating: \_\_\_\_\_  
Group Name: 2021 Child Abuse Summit  
Inclusive Booking Dates: April 18, 2021 - April 25, 2021  
Group Contact: Detective Erin Schweitzer Telephone: 503-785-5102  
Address: Clackamas County Sheriff's Office, 2223 Kaen Road  
Fax: 503-655-8549  
City: Oregon City State: OR Zip: 97045

**DIRECT BILLING HAS BEEN REQUESTED AS INDICATED:**

- 1. Guest Room Accounts: \_\_\_\_\_ All charges for specified guests - provide list
- \_\_\_\_\_ Room and tax only for specified guests - provide list
- 2. Catering \_\_\_\_\_ All catering/banquet charges
- 3. Miscellaneous: \_\_\_\_\_ Provide list

**BANK REFERENCES:**

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Full Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Account #: \_\_\_\_\_ ABA #: \_\_\_\_\_

**HOTEL REFERENCES (Most Recent History):**

**Hotel Name:** \_\_\_\_\_ **Dates:** \_\_\_\_\_  
Full Address: \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
City: \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Hotel Name:** \_\_\_\_\_ **Dates:** \_\_\_\_\_  
Full Address: \_\_\_\_\_ **Telephone:** \_\_\_\_\_

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
**Hotel Name:** \_\_\_\_\_ Dates: \_\_\_\_\_  
 Full Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**AGREEMENT & RELEASE:**

~~I (We) agree if credit is extended, to pay the amount due upon receipt of the first statement. In accordance with the Privacy Act, Freedom of Information Act, the Fair Credit Reporting Act, and any similar federal, state or local statutory or common laws or regulations, I (We) expressly authorize the above named references, any credit reporting agency, any law enforcement agency (federal/state/local) and any person or entity with knowledge of information relevant to this request for credit to release this information to the Hotel (together with its owners, partners, parent, subsidiaries and affiliates, and their officers, directors, agents and employees, "Hotel") and Hotel to request, obtain and use such information as it sees fit. I (We) hereby agree to release, indemnify, defend and hold harmless Hotel and any all other persons or entities, including without limitation those providing information, from any and all liability for losses, claims, injuries, liabilities, and damages of whatever kind or nature, whether known or unknown, including without limitation those based upon defamation, invasion of privacy, and rights of publicity and personality, which may at any time arise or accrue to me (us) or my (our) heirs, successors, parents, subsidiaries, assigns, officers, directors, employees, agents or other persons or entities claiming by or through us, on account of provision of such information or reliance on such information or on other information gathered pursuant thereto and hereto. I (We) hereby authorize this Credit Application and release to be shown and delivered to such persons, with a copy of this Credit Application and release to be as valid as the original.~~

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

**DO NOT WRITE BELOW THIS LINE -- FOR OFFICE USE ONLY**

Estimated Amount of Charges -- To be completed by Originator

Rooms:	\$ _____	Credit Approved By:	_____
Catering/Banquet:	\$ _____	Date:	_____
Meeting Room	\$ _____	Credit Limit:	\$ _____
Rental:	_____		
Other:	\$ _____	Credit Denied:	_____
<b>Total:</b>	\$ _____	Advance Deposit	\$ _____
		Required:	_____
Deposit Received:	\$ _____	File #:	SRB-00000004
Sales Rep:	Camille Greenslade		
M & C Rep:	_____		
Catering Rep:	_____		

(Always Attach Copy of Contract)

Initial: \_\_\_\_\_ Date: \_\_\_\_\_



## HOTEL AGREEMENT ADDENDUM

This Hotel Agreement Addendum supplements and/or modifies the Convention Contract for the 2021 Child Abuse Summit (“Hotel Agreement”) between Clackamas County (“County”) and Red Lion Hotel on the River (“Hotel”). In the event of any conflicts between the terms and conditions of Hotel Agreement and this Addendum, the terms and conditions of this Addendum shall control. The Hotel Agreement and Addendum are collectively referred to as “Agreement.” Unless otherwise provided herein, capitalized terms shall have the meaning prescribed in the Hotel Agreement.

**Payment.** All payments for services rendered under this Agreement will be subject to the conditions and limitations of ORS 293.462. Fees, of which the actual sums are not expressly approved of prior to execution of this Agreement (Such as percentage based service fees and others not directly tied to services actually rendered), are not agreed to and will not be paid without prior written approval by County. It is understood by the parties that the purpose of this Agreement is to hold rooms for individual guests of the Hotel. It is the obligation of the individual guests of the Hotel to make all required payments, unless specifically authorized by County in the Hotel Agreement. County will only be obligated to make payments under the Hotel Agreement for the Meeting Room Rental, Food and Beverage (not including alcoholic beverages or related service charges), Audio Visual, and other expenses associated with the County function at the Hotel.

County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

**Indemnification/Attorneys’ Fees.** County’s responsibility for damages, costs, or to indemnify Hotel shall only be to the extent and limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) and only from claims arising out of or based upon damage or injuries to persons or property caused solely by the negligent acts of County or its elected officials and employees. County shall not be responsible for damages, costs or to indemnify Hotel from its or its employees or contractor’s acts or omissions.

No attorneys’ fees and costs shall be awarded to either party.

**Conduct.** County agrees to conduct the scheduled functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. County assumes full responsibility for the conduct of and damages or loss caused only by its employees and agents in attendance. County will not be liable for ordinary wear and tear caused by the scheduled function.

**Tax Compliance Certification.**

Hotel must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Hotel’s warranty in this Contract that Hotel has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract,

at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Hotel, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Hotel's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Hotel represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Hotel has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, to Hotel's property, operations, receipts, or income, or to Hotel's performance of or compensation for any Work performed by Hotel; (C) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, or to goods, services, or property, whether tangible or intangible, provided by Hotel; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**Compliance with Public Contracting Provisions.** The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, are incorporated herein by this reference.

**Governing Law.** This Hotel Agreement shall be construed in accordance with the laws of the State of Oregon. Notwithstanding any language to the contrary, County will not submit itself to mediation, arbitration or any other form of alternative dispute resolution.

**Termination for Non-Appropriation of Funds.** If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, County may terminate this Agreement without further liability by giving Hotel not less than 120 days' notice.

**Cancellation by County.** In the event County terminates or cancels this Agreement for any reason(s), except for termination for non-appropriation as outlined in the Termination for Non-Appropriation of Funds paragraph, County agrees to pay liquidated damages amounts set forth below and subject to the limitation of the Payment section above in this Addendum. Any funds paid by County as liquidated damages will be counted as a credit toward the use of the Hotel's facilities for two years from the date of the canceled event. Notwithstanding the foregoing, County shall not be obligated to pay any amount for cancellation of the room and space if Hotel is able to relet the reserved room and space. Hotel shall make all reasonable efforts to cover and relet rooms and spaces formerly reserved to County and cover and reallocate all deliverables reserved for County. Hotel shall provide a description of all such efforts in the Invoice. In no case shall any liquidated damages paid under this Agreement exceed the total sum of estimated charges.

Maximum Liquidated Damages:  
Two (2) years to one (1) year from event: 30%  
One (1) year from the event: 70%

**Reassignment of Space.** If for any reason the space reserved is not available for County's event, County agrees that Hotel may, upon receipt of written consent by County, substitute the space with another of reasonably comparable quality and which will meet all of the requirements for which County intended to use the original space. If no such space can be made available by Hotel, County may, in its discretion, either agree to a comparably inferior space for which County will receive an equitably appropriate price discount or terminate this Hotel Agreement without recourse or penalty.

**Insurance.** County maintains commercial general liability in accordance with Oregon Law for the negligent acts or omissions of its elected officials and employees.

**Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

County initials: \_\_\_\_\_

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

Hotel initials: \_\_\_\_\_

Date: 1-16-19

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of 2022 Convention Contract with Red Lion Hotel on the River to  
Provide Services for the Sheriff's Office Child Abuse & Family Violence Summit**

<b>Purpose/ Outcomes</b>	Approval of the 2022 Convention Contract
<b>Dollar Amount and Fiscal Impact</b>	\$215,826
<b>Funding Source</b>	216 1603 06894 450001
<b>Duration</b>	Execution through April 23, 2022
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	
<b>Contact Person</b>	Ryan Brown, x8039

**BACKGROUND:**

Annually the Sheriff's Office has hosted the Child Abuse & Family Violence Summit that is nationally recognized and attended by over 800 participants from across Oregon and the United States. The Summit occurs at the Red Lion Hotel on the River as it is the only local location that accommodate the size of event for both lodging and event needs. In order to secure the Hotel for the 2022 Summit, it is necessary for the County to enter into the contract at this time.

In accordance with LCRB C-047-0275, Procurement published a notice of intent to award a sole source contract for seven calendar days on the County Procurement website. No protests were received.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached contract.

Respectfully submitted,

Chris Hoy, Undsheriff

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division

**CONVENTION CONTRACT**

A satisfied customer is our goal. Admittedly we believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This contract between the **Clackamas County on behalf of its Sheriff's Office** and the **Red Lion Hotel on the River** is intended to be helpful to us both and result in your satisfaction with our performance.

Especially Prepared for:	Clackamas County Sheriff's Office
By:	Camille Greenslade, Director of Sales 909 N Hayden Island Drive Portland, OR 97217 503-978-4553 camille.greenslade@redlionontheriver.com
Contact:	Detective Erin Schweitzer, Detective Clackamas County Sheriff's Office, 2223 Kaen Road Oregon City, OR 97045 503-785-5102 erinsch@co.clackamas.or.us
Function:	<b>2022 Child Abuse Summit</b>
Headquarters Hotel:	<b>Red Lion Hotel on the River</b>
Dates Rooms Reserved:	Sunday, April 17, 2022 through Saturday, April 23, 2022

**ROOM ARRIVAL and DEPARTURE PATTERN**

<b>Guest Rooms</b>	<b>Sun 04/17</b>	<b>Mon 04/18</b>	<b>Tue 04/19</b>	<b>Wed 04/20</b>	<b>Thu 04/21</b>	<b>Fri 04/22</b>
Guest Rooms	2	199	220	220	210	5
Staff/Courtyard		25	25	25	25	10
King Presidential Suite		1	1	1	1	1
Parlor Suite		2	2	2	2	2
Junior Executive Suite		2	2	2	2	2

TOTAL SLEEPING ROOM NIGHTS RESERVED: **991**

<b>Room Rates</b>	<b>Single Rate</b>	<b>Double Rate</b>	<b>Triple Rate</b>	<b>Quad Rate</b>
Guest Rooms	\$181.00	\$181.00	\$181.00	\$181.00
Staff/Courtyard	\$103.00	\$103.00	\$103.00	\$103.00
King Presidential Suite		Complimentary		
Parlor Suite		Complimentary		
Junior Executive Suite		Complimentary		

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

The rates listed above are at the current published Federal Government per diem at the time of contracting. For your event, the Red Lion Hotel on the River will guarantee the prevailing Federal Government per diem rate in effect on the dates of your meeting, although it will not be allowed to go below the current rate listed above.

The above rates are subject to applicable tax which is currently 13.3% Occupancy Tax and 2.0% TID Assessment per room, per night, and is subject to change without notice.

#### Concessions

Concessions as listed below are based on the overall value of the business as outlined in the contract. Should GROUP be unable to fulfill the commitment, the Red Lion Hotel on the River reserves the right to reassess concessions commensurate with the actual estimated value:

- Discounted staff room rate of \$103.00 + tax for up to 110 total room nights
- One (1) complimentary Presidential Suite arriving Monday, April 18, 2022 for 5 nights, departing Saturday, April 23, 2022
- Two (2) complimentary Junior Executive Suites arriving Monday, April 18, 2022 for 5 nights, departing Saturday, April 23, 2022
- Two (2) complimentary Parlor Suites arriving Monday, April 18, 2022 for 5 nights departing Saturday, April 23, 2022
- One complimentary room night per every fifty (50) revenue room nights actually utilized by your 2022 Child Abuse Summit attendees
- No early departure fee for 2022 Child Abuse Summit attendees
- Hotel staff to hang Group banners, complimentary
- Hotel to provide ten (10) exhibit tables with linen and draped, complimentary
- Waived patch fees and no additional charges for Group providing audiovisual equipment

#### Rebate

The **Red Lion Hotel on the River** will pay \$5.00 for each revenue room night actually occupied and paid for by your attendees that was reserved as part of the established group block at the special group rates contained in this agreement to Clackamas County Sheriff's Office, for the purpose of defraying costs. This payment will be made by **Red Lion Hotel on the River** after receipt by the **Red Lion Hotel on the River** of full payment for the event.

#### Staff Rooms

We are pleased to reserve twenty-five (25) courtyard and/or suites accommodations per night as part of the staff block to be used by your convention staff for the dates of April 17-23, 2022 at the special net rate of \$103.00 plus tax. Suite accommodations are based on availability.

#### Complimentary Rooms

In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every 50 revenue room nights actually utilized by your **Clackamas County Sheriff's Office**. A Parlor Suite is counted as one room; a Presidential Suite being counted as two rooms. **Clackamas County Sheriff's Office** should provide a list of names in order of preference for complimentary room assignment.

In addition to the above complimentary room policy, the **Red Lion Hotel on the River** is pleased to extend the following complimentary suites:

- One (1) complimentary Presidential Suite arriving Monday, April 18, 2022 for 5 nights, departing Saturday, April 23, 2022

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

- Two (2) complimentary Junior Executive Suites arriving Monday, April 18, 2022 for 5 nights, departing Saturday, April 23, 2022
- Two (2) complimentary Parlor Suites arriving Monday, April 18, 2022 for 5 nights departing Saturday, April 23, 2022

#### **Cut Off Date**

All the rooms provided for in your room block will be reserved on a definite basis for you upon signing of this contract. In order to assign specific room types to your attendees we ask that all room requests be received by **Sunday, March 27, 2022** twenty one (21) days prior to your major arrival day. After that date, the **Red Lion Hotel on the River** will continue to hold any rooms in your block not assigned to a specific attendee for your group if you pay for them in full at that time. Advance payments will be refunded by the **Red Lion Hotel on the River** after your convention dates if rooms you paid for in advance were later paid for by your attendees. If you prefer, after consultation with you, confirmed in writing, the **Red Lion Hotel on the River** will offer unassigned rooms in your block to other individuals or groups in an effort to reduce damages you may be required to pay pursuant to the Performance Clause of this agreement. If you ask us to attempt to resell the unused rooms in your block, members of your group may still request rooms based on availability. Such rooms will be available at the **Red Lion Hotel on the River's** prevailing rate.

#### **Early Departure Fee**

The Hotel's standard early departure fee of \$50.00 is waived for the 2022 Child Abuse Summit.

#### **Check-In/Out Time**

Our check-in time is 3:00 p.m., check-out time is 12:00 p.m. All guests arriving before 3:00 p.m. will be accommodated as rooms become available. Our **Guest Services Department** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

#### **Room Assignments**

Hotel requires the use of PassKey/GroupMax for guestroom reservations. This booking tool will be set up by your Convention Services Manager and a link emailed to you for your use on any web sites your attendee's may use to register for your event. This process will allow you to monitor in real time all room reservations, the ability to run rooming lists, make changes to existing reservations and so much more. The hotel will provide your group with training on the PassKey/GroupMax program as necessary. Requests for room assignments may also be made by calling the hotel directly at 503-283-4466 and asking for the Child Abuse Summit group rate.

#### **Deposits/Confirmation**

In order to confirm a room assignment for your attendees, we will require them to provide a first night's deposit, (refundable up to 72 hours in advance of your convention date; cancellation within 72 hours of arrival date is nonrefundable.) Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay will be charged immediately. The Red Lion Hotel on the River will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

#### **Credit Arrangements**

It is our understanding that all individuals who attend your meeting will be responsible for their own room, tax and incidental charges upon check-out.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### Master Accounts

**Clackamas County Sheriff's Office** currently has credit with **Red Lion Hotel on the River**. Credit applications are valid for one year from the time of signing and will be required to be updated annually. The **Red Lion Hotel on the River** will provide master account billing for charges as indicated incurred during your meeting. The **Red Lion Hotel on the River** reserves the right to request a credit application at any time if your group's credit status changes and may require advance payments or deposits of all or part of your estimated charges if credit is not approved. All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review this account with you daily to eliminate discrepancies. You agree that the remainder of the master account will be fully paid by company or certified check within 30 days after receipt of the bill. In the event any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1½% per month until paid.

If you prefer, all master account charges can be paid by credit card. Red Lion Hotel on the River accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for master account payments. If credit has not been approved for your event, you will provide us with the credit card to which all estimated master account charges will be charged no later than **Sunday, March 27, 2022**. If you receive credit approval, we request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the master account bill. In the event any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

Should the master account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to its other remedies, **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** agree that the Hotel, at its sole option, may elect to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** for additional conventions/meetings to be held in the future, and that in such event, no fees, charges, damages or penalties shall be due from the **Red Lion Hotel on the River** as a result of the cancellation and no claim shall be brought against the **Red Lion Hotel on the River** as a result of the cancellation.

### Function Space

We have reserved the attached program of function space according to the requirements as indicated. Based on the sleeping room and food and beverage usage and other anticipated revenues that **Red Lion Hotel on the River** will realize from this event, the function space for your program will be waived with a minimum food and beverage purchase of **\$50,000.00** plus service charge. Should the minimum not be met, the remaining balance will be charged as room rental and will be subject to service charge.

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover **Red Lion Hotel on the River** cost and additional labor. If equipment is necessary that exceeds **Red Lion Hotel on the River's** inventory, then **Clackamas County Sheriff's Office** agrees to pay for the cost or renting of additional equipment.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_



**Fire Permits**

You agree to any and all expenses associated with obtaining any and all necessary licenses, permits or approvals for your event, including, but not limited to, licensing, Fire Marshall, Health Department, or other permits.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

**Audio Visual**

Presentation Services Audio Visual (PSAV) is the preferred company of the Red Lion Hotel on the River providing all audio-visual support for guests and meeting attendees in order to provide the best possible experience for your group. Red Lion Hotel on the River highly recommends the use of PSAV as they are an international company with extensive resources, are experts in the set-up and operation of all equipment, provide competitive pricing and exceptional service. Please reference PSAV's current price list for all equipment or call (503) 286-8297 for a customized proposal. No outside audio visual vendors may be contracted to provide on-site equipment or services during your event without prior approval from the Hotel at least 30 days in advance of your event. The Hotel will require proof of insurance, liability and security waivers as well as compliance with the Audio Visual Service Standards ensuring consistency of product and service. Additional support from PSAV may be required by the Hotel as outlined in the Audio Visual Service Standards at an additional fee and/or the Hotel may impose an additional facilities charge to offset loss of revenue.

**Service Charge**

The quotations listed do not include service charges, which for your reference are currently 23%. Service charges apply to all food, beverage and room rental charges and are subject to change without notification. You will be charged the prevailing service charge as of the date of your Event. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event.

**Red Lion Hotel on the River** understands the importance of your ability to use the function space held for your event without significant outside noise or other distractions. In the event such problems occur, Hotel upon notification by **Clackamas County Sheriff's Office** will immediately take reasonable steps to prevent such noise or other distractions that are within the Hotel's reasonable control from continuing.

Red Lion Hotel on the River understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at the **Red Lion Hotel on the River's** published rates.

**Banner Hanging**

The **Red Lion Hotel on the River** agrees that banners will be hung by hotel staff no later than 11:00AM on Monday, April 18, 2022

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit Space**

- A. Type, Size and Number: TBD
- B. Set-Up Date Monday, April 18, 2022  
Hours for Set-Up: 8:00 a.m. – 4:00 a.m.
- C. Tear-Down Date: Friday, April 22, 2022  
Hour for complete removal from Hotel: 4:00 p.m.
- D. Exhibit tables will be clothed and draped, provided complimentary by the Hotel.
- E. The Grand Ballroom Foyer/Pre-function Space will be the designated exhibit area.

**Hotel Guidelines on Exhibits**

- A. Hotel unfortunately does not have storage space for crates.
- B. Uniformed Guards may be required in Exhibit Areas at the expense of the **Clackamas County Sheriff's Office**.
- C. Exhibitors and **Clackamas County Sheriff's Office** shall indemnify and hold harmless Hotel and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. **Clackamas County Sheriff's Office** hereby agrees to the Indemnity Agreement attached hereto and marked Exhibit A.
- D. **Clackamas County Sheriff's Office** shall be responsible for obtaining any necessary Local Fire Department approvals of Exhibit plans.
- E. Hotel requests that the **Clackamas County Sheriff's Office** submit to Hotel a proof of the Exhibitors Contract before it is sent to the Exhibitors.
- F. You agree to indemnify us for any damage caused to any Hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

**Outside Contractors**

Should you elect to utilize outside contractors or subcontractors on the Hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify the Hotel of your intention to use such providers at least thirty days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises.

**Security**

If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### **Banquet Services**

You have agreed to hold the food and beverage events set forth in the attached program schedule. You will be asked to sign Event Orders confirming menus and other details for each of your events.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your information and guidance, our current menu prices are as follows:

Continental Breakfast:	from \$18.00
Full Breakfast Buffet:	from \$25.00
Plated Lunch:	from \$28.00
Lunch Buffet:	from \$31.00
Plated Dinner:	from \$37.00
Dinner Buffet:	from \$43.00

Upon request, copies of proposed menus will be provided. The menu pricing listed does not include service charge, currently 23% (subject to change). Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your budgeting purposes, our average increase in menu pricing is 5% annually. We will guarantee a maximum yearly increase of 5% to the above 2018 average menu pricing.

Until specific menus and prices are established, **Red Lion Hotel on the River** will compute any performance or cancellation damages due using the minimum menu prices above and number of attendees listed in the program schedule.

The Red Lion Hotel on the River is licensed to serve food and beverages. No food or beverages may be brought into the Red Lion Hotel on the River by Clackamas County Sheriff's Office for service at this convention.

### **Performance and Cancellation Policies**

Upon signing of this contract, both you and **Red Lion Hotel on the River** will have entered into a binding commitment. **Red Lion Hotel on the River** is committed to provide and you are committed to use and pay for all of the accommodations and services set forth in this agreement. **Red Lion Hotel on the River** has offered the favorable sleeping room rates and other concessions in this contract based upon the total anticipated revenues for your event. "Anticipated Revenue" includes revenue from the total sleeping room nights reserved on page 1 at the gross rates established herein (less complimentary rooms), food and beverage events at the minimum per person charge, plus service charge as set forth in your program, meeting room rental as agreed and ancillary revenues which the Hotel expects to receive from your attendees, such as telephone tolls, in-room movies, room service, outlet usage and similar charges. In states in which local law requires payment of taxes on damages, anticipated revenue will include tax.

Should you not utilize and pay for all of the commitments of this contract, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or cancellation of the entire contract, you agree that the Hotel will suffer damages. Such damages will occur because **Red Lion Hotel on the River** will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The exact amount of such damages will be difficult to determine. Therefore, the parties agree that the following liquidated damage clauses are a reasonable effort by the parties to agree in advance on the amounts that will be paid by you in the event of either lack of performance or cancellation.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Performance Clause**

Prior to your event, from time to time, at our option, we may review the number of requests for room assignments which have been made by your attendees in order to compare your obligations herein with your **Clackamas County Sheriff's Office's** actual likely performance. Should it appear in advance of your meeting that the actual number of attendees will fall below the attendance we expect based upon your room block, the **Red Lion Hotel on the River** reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendee's requests for room assignments.

Further, in the event that you do not use all of the sleeping rooms in your block or reduce the number, size or scope of the food and beverage events set forth in your program, you agree to pay liquidated damages to the Hotel based upon the difference between the total revenue anticipated for your event and the revenue actually received as follows:

**Sleeping Rooms**

Percentage of Total Anticipated Revenue from Sleeping Rooms Actualized by Hotel:	Percentage of Total Anticipated Revenue from Sleeping Rooms to be paid as Liquidated Damages:
Total Anticipated Sleeping Room Revenue	\$165,826.00
80% Minimum Revenue Commitment =	\$132,660.80
80% to 100%	0% \$ -
70% to 79%	10% \$ 16,582.60
60% to 69%	20% \$ 33,165.20
50% to 59%	30% \$ 49,747.80
40% to 49%	40% \$ 66,330.40
30% to 39%	50% \$ 82,913.00
20% to 29%	60% \$ 99,495.60
19% or Less	70% \$ 116,078.20

The Hotel will determine your actualized sleeping room revenue by adding together the room rates received for rooms used within your reserved room block. If you and Hotel agree under the Cut Off Date paragraph that unreserved rooms in your block will be returned to the Hotel to attempt resell, your group rooms will be considered resold to the extent that the Hotel sells more rooms on a night of your event than it could have sold if your block had been filled. Each room resold will be credited to your actualized revenue at the Hotel's average rate for the day.

**Cancellation Clause**

**Clackamas County Sheriff's Office** agrees that should it cancel its event for any reason, including changing its meeting site to another Hotel, that **Red Lion Hotel on the River** will suffer damages. The closer in time to the date of your event that a cancellation occurs, the less likely it is that **Red Lion Hotel on the River** will be able to replace any or all of your business with comparable business. Therefore, the parties agree that **Clackamas County Sheriff's Office** will pay as liquidated damages to the **Red Lion Hotel on the River** immediately upon notice of cancellation a percentage of the total revenues anticipated by the **Red Lion Hotel on the River** for your event from sleeping rooms, food and beverage events set forth in your program and ancillary revenues as follows:

Total Anticipated Sleeping Room and Food and Beverage Revenue: \$215,826.00

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Cancellation between date of signing and April 16, 2020: 30%; \$64,747.80

Cancellation between April 17, 2019 and April 16, 2021: 50%; \$107,913.00

Cancellation between April 17, 2021 and date of group arrival: 70%; \$151,078.20

In the event that this meeting is canceled prior to the time that specific sleeping room rates are agreed upon, menu prices are established, or exhibit space rates are established, then our current room rates, current menu prices and current exhibit space rates, as set forth herein, will be used in calculating the **Red Lion Hotel on the River's** anticipated gross revenues. Ancillary revenues will be calculated using the average daily per occupied room ancillary revenue for the same month as the convention from the most recent year available.

**Red Lion Hotel on the River** will not consider notice of cancellation valid and will not release accommodations held until payment of the liquidated cancellation damages is received, therefore delay in payment may result in higher damages owed.

#### **Shipping, Receiving, Storage**

Parcels for events held in the Hotel may be delivered up to three (3) working days prior to the event. The shipment must be addressed to the guest responsible for claiming the parcel at the Hotel. Parcels should be addressed to: Guest's Name, Date of Arrival and Name of Event, (Hotel name and address). The Hotel requires advance notice of the shipment and number of parcels. Parcels should be numbered 1 of 10, 2 of 10, 3 of 10, etc. The Hotel is not responsible for storage of exhibit property or large quantities of parcels.

#### **Parking**

Parking is provided for all Hotel guests on a space available basis.

#### **Acts of God**

Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the **Red Lion Hotel on the River**, governmental authority, or war in the United States make it illegal or impossible for the Hotel to hold the event.

#### **Americans With Disabilities Act**

The **Red Lion Hotel on the River** represents and **Clackamas County Sheriff's Office** acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated thereunder ("ADA"), the **Red Lion Hotel on the River** facilities being rented to **Clackamas County Sheriff's Office** under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

#### **Auxiliary Aids**

**Clackamas County Sheriff's Office** agrees that by **Sunday, March 27, 2022**, it will furnish to the **Red Lion Hotel on the River** a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, **Clackamas County Sheriff's Office** shall pay all charges associated with the acquisition, rental or provision of such aids for use in the function space.

When requests for sleeping room assignments are made, please ask your attendees to notify the **Red Lion Hotel on the River** of their auxiliary aid needs, so that we may notify you as to

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

the names of businesses with which you may contract to obtain those aids for use in the sleeping rooms.

#### **Compliance with Laws**

**Clackamas County Sheriff's Office** agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. **Clackamas County Sheriff's Office** agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. **Clackamas County Sheriff's Office** represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

#### **Promotional Considerations**

**Red Lion Hotel on the River** has the right to review and approve any advertisements or promotional materials in connection with **Clackamas County Sheriff's Office** function which specifically reference a name or logo owned by Red Lion Hotels Corporation.

#### **Option Dates**

These arrangements are being held on a **first option basis** until **Friday, June 29, 2018**. However, should another organization request the dates and be in a position to confirm immediately, you will be advised and given seven (7) days to confirm on a definite basis or so alternate dates can be researched and held for your use.

By signing and returning the enclosed copy of this contract by **Friday, June 29, 2018**, you will enable us to establish these arrangements on a definite basis.

Please note that it is the responsibility of your organization to notify the **Red Lion Hotel on the River** if you need to extend your option. If written confirmation is not received by the **Red Lion Hotel on the River** by **Friday, June 29, 2018** your hold may be automatically released.

#### **Indemnification**

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the **Red Lion Hotel on the River**, COHO, and the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of Hotel.

#### **Insurance**

You agree to obtain and keep in force, during the term of your occupancy and use of our premises for your event, policies of General Liability insurance, specifically referring to and including the Contractual Liability referred to in the indemnification paragraph above, Premises-Operations, Broad Form Property Damage, and Personal and Injury Liability with limits not less than \$1,000,000.00 per occurrence, and, if applicable, Worker's Compensation insurance to statutory limits, Employer's Liability insurance with limits not less than \$1,000,000.00 per occurrence, and Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits not less than \$1,000,000.00 per occurrence. You agree to include Hotel, COHO and Hotel Owner (JBH Property Acquisitions, LLC) in the General Liability policy as an additional insured thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least seven (7) days prior to your event copies of certificates of insurance for each policy required by us. All policies of insurance

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

will be with insurance companies rated by A. M. Best Company as an A VIII or better or otherwise acceptable to the Hotel.

If you use an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of you. Also, their insurance is primary to any similar insurance carried by us. The Hotel, COHO and Hotel Owner must be named as an additional insureds on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide us certificates of insurance seven (7) days prior to the performance of their contract with you.

#### **Arbitration/Dispute Resolution**

The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

#### **Attorney's Fees/Costs**

The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

#### **Successors and Assigns**

The commitments made by **Clackamas County Sheriff's Office** will be binding on its successors and assigns. In the event that **Clackamas County Sheriff's Office** assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by COHO. In the event such an assignment is contemplated, **Clackamas County Sheriff's Office** agrees to notify COHO at least thirty days in advance of the planned close of the assignment transaction of the entities involved. COHO will thereafter have 20 days in which to notify **Clackamas County Sheriff's Office** if assignment is approved.

#### **Effective Date of Communications/ Signatures sent by Facsimile**

The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

This contract, with exhibits attached hereto (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Red Lion Hotel on the River** and **Clackamas County**.

**This contract is subject and subordinate to the terms and conditions of the Hotel Agreement Addendum attached here to and incorporated herein.**

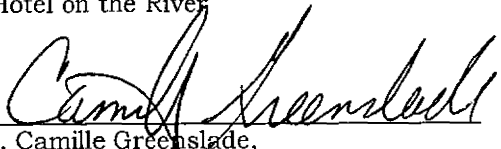
The undersigned are authorized to sign and enter into this contract.

**ACCEPTED AND AGREED TO:**

Clackamas County Board of  
County Commissioners

By: \_\_\_\_\_  
Chair

Red Lion Hotel on the River

By:   
Ms. Camille Greenslade,  
Director of Sales

Date \_\_\_\_\_

Date 1-16-19

By: \_\_\_\_\_  
Ms. Dani Boss  
Director of Sales and Marketing

Date \_\_\_\_\_



**EXHIBIT A**

**RESPONSIBILITY CLAUSE FOR EXHIBITS**

The **Clackamas County Sheriff's Office** shall assume responsibility for any claims arising out of the use of the exhibition premises of the **Red Lion Hotel on the River**. In this regard, the **Clackamas County Sheriff's Office** agrees to indemnify and defend the **Red Lion Hotel on the River** and its Owners, agents and employees against any claims or expenses arising out of the use of the exhibition premises.

The **Clackamas County Sheriff's Office** agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the **Clackamas County Sheriff's Office's** indemnity in this Responsibility Clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The **Red Lion Hotel on the River**, its Owners and COHO shall be named as additional insureds on such policy, and **Clackamas County Sheriff's Office** shall supply the **Red Lion Hotel on the River** with Certificates of Insurance at least 30 days prior to the use of the exhibition premises.

In order to protect the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River**, the **Clackamas County Sheriff's Office** agrees to include the following Responsibility Clause in their Exhibitor contract:

- Exhibitor assumes responsibility and agrees to indemnify and defend the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises.

The Exhibitor understands that neither the **Clackamas County Sheriff's Office** nor the **Red Lion Hotel on the River** maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

**SCHEDULE OF EVENTS**

Date	Start Time	End Time	Description	Room	Setup	Agr
<b>Monday</b>						
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4	Special Setup Instructions	800
4/18/2022	8:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Overton		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Pendleton		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Glisan		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Multnomah		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Clackamas		
4/18/2022	8:00 PM	4:00 AM	24 hour hold	Clark		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Washington		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Hayden		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Timberline		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Flanders		
4/18/2022	8:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/18/2022	1:00 PM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
<b>Tuesday</b>						
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/19/2022	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Overton		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Clackamas		

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Clackamas County Sheriff's Office

June 7, 2018

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4/19/2022	4:00 AM	4:00 AM	24 hour hold	Clark		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Washington		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/19/2022	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
4/19/2022	5:00 PM	8:00 PM	Reception	JB's Lounge		
<b>Wednesday</b>						
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/20/2022	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Overton		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Clark		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Washington		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/20/2022	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
4/20/2022	4:00 AM	4:00 AM	24 hour hold	JB's Lounge		

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Clackamas County Sheriff's Office

June 7, 2018

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<b>Thursday</b>						
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Overton		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Clark		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Washington		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/21/2022	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
<b>Friday</b>						
4/22/2022	4:00 AM	4:00 PM		Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/22/2022	4:00 AM	5:00 PM	Office	White Stag	Office	
4/22/2022	4:00 AM	5:00 PM	Office	Jantzen	Office	
4/22/2022	4:00 AM	3:00 PM	Teardown	Overton		
4/22/2022	4:00 AM	5:00 PM	Storage	Pendleton		
4/22/2022	10:00 AM	12:00 PM	Meeting	Multnomah		
4/22/2022	10:00 AM	12:00 PM	Meeting	Clackamas		
4/22/2022	8:00 AM	5:00 PM	Hospitality	Presidential Suite	Hospitality	
4/22/2022	4:00 AM	12:15 PM		Hayden		
4/22/2022	10:00 AM	12:00 PM	Meeting	Washington		

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

4/22/2022	10:00 AM	12:00 PM	Meeting	Clark		
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**\*Meeting Rooms Subject to Change\***

**Meeting agenda must be provided to hotel 6 months prior to the event for space review and release of space not needed.**

**SECURITY AND DAMAGES:** The Hotel assumes no responsibility for loss or damage to materials and/or equipment left in function rooms. It is advised that all equipment be taken out of meeting rooms at the conclusion of event. Your Convention Services Manager can assist you in contracting outside security services at prevailing rates should you need to leave equipment in the banquet rooms.

This Application is for reference only and in no way establishes a line of credit on behalf of Clackamas County, a political subdivision of the State of Oregon.



Arrival Date: April 17, 2022

**HOTEL NAME:** Red Lion Hotel on the River **TELEPHONE:** \_\_\_\_\_  
**ADDRESS:** 909 North Hayden Island Drive **FAX:** 503-735-4847  
Portland, Oregon 97217

**CREDIT APPLICATION**

Confidential Information

Name of Company Requesting Clackamas County Sheriff's Office  
Direct Billing: \_\_\_\_\_  
Address: 2223 Kaen Rd.,  
City: Oregon City Telephone: 503-331-2400  
State: OR Zip: 97045  
Dun & Bradstreet Number: \_\_\_\_\_ Rating: \_\_\_\_\_  
Listed in Name of: \_\_\_\_\_  
Group Name: 2022 Child Abuse Summit  
Inclusive Booking Dates: April 17, 2022 - April 24, 2022  
Group Contact: Detective Erin Schweitzer Telephone: 503-785-5102  
Address: Clackamas County Sheriff's Office, 2223 Kaen Road  
Fax: 503-655-8549  
City: Oregon City State: OR Zip: 97045

**DIRECT BILLING HAS BEEN REQUESTED AS INDICATED:**

- 1. Guest Room Accounts: \_\_\_\_\_ All charges for specified guests - provide list  
\_\_\_\_\_ Room and tax only for specified guests - provide list
- 2. Catering \_\_\_\_\_ All catering/banquet charges
- 3. Miscellaneous: \_\_\_\_\_ Provide list

**BANK REFERENCES:**

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Full Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Account #: \_\_\_\_\_ ABA #: \_\_\_\_\_

**HOTEL REFERENCES (Most Recent History):**

**Hotel Name:** \_\_\_\_\_ **Dates:** \_\_\_\_\_  
**Full Address:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Hotel** \_\_\_\_\_ **Dates:** \_\_\_\_\_

**Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
 Full Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
**Hotel Name:** \_\_\_\_\_  
 Full Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**AGREEMENT & RELEASE:**

~~I (We) agree if credit is extended, to pay the amount due upon receipt of the first statement. In accordance with the Privacy Act, Freedom of Information Act, the Fair Credit Reporting Act, and any similar federal, state or local statutory or common laws or regulations, I (We) expressly authorize the above named references, any credit reporting agency, any law enforcement agency (federal/state/local) and any person or entity with knowledge of information relevant to this request for credit to release this information to the Hotel (together with its owners, partners, parent, subsidiaries and affiliates, and their officers, directors, agents and employees, "Hotel") and Hotel to request, obtain and use such information as it sees fit. I (We) hereby agree to release, indemnify, defend and hold harmless Hotel and any all other persons or entities, including without limitation those providing information, from any and all liability for losses, claims, injuries, liabilities, and damages of whatever kind or nature, whether known or unknown, including without limitation those based upon defamation, invasion of privacy, and rights of publicity and personality, which may at any time arise or accrue to me (us) or my (our) heirs, successors, parents, subsidiaries, assigns, officers, directors, employees, agents or other persons or entities claiming by or through us, on account of provision of such information or reliance on such information or on other information gathered pursuant thereto and hereto. I (We) hereby authorize this Credit Application and release to be shown and delivered to such persons, with a copy of this Credit Application and release to be as valid as the original.~~

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

**DO NOT WRITE BELOW THIS LINE -- FOR OFFICE USE ONLY**

Estimated Amount of Charges -- To be completed by Originator

Rooms:	\$ _____	Credit Approved By:	_____
Catering/Banquet:	\$ _____	Date:	_____
Meeting Room	\$ _____	Credit Limit:	\$ _____
Rental:	_____		
Other:	\$ _____	Credit Denied:	_____
<b>Total:</b>	<b>\$ _____</b>	Advance Deposit	\$ _____
Deposit Received:	\$ _____	Required:	_____
Sales Rep:	Camille Greenslade	File #:	SRB-00000004
M & C Rep:	_____		
Catering Rep:	_____		

(Always Attach Copy of Contract)

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## HOTEL AGREEMENT ADDENDUM

This Hotel Agreement Addendum supplements and/or modifies the Convention Contract for the 2022 Child Abuse Summit (“Hotel Agreement”) between Clackamas County (“County”) and Red Lion Hotel on the River (“Hotel”). In the event of any conflicts between the terms and conditions of Hotel Agreement and this Addendum, the terms and conditions of this Addendum shall control. The Hotel Agreement and Addendum are collectively referred to as “Agreement.” Unless otherwise provided herein, capitalized terms shall have the meaning prescribed in the Hotel Agreement.

**Payment.** All payments for services rendered under this Agreement will be subject to the conditions and limitations of ORS 293.462. Fees, of which the actual sums are not expressly approved of prior to execution of this Agreement (Such as percentage based service fees and others not directly tied to services actually rendered), are not agreed to and will not be paid without prior written approval by County. It is understood by the parties that the purpose of this Agreement is to hold rooms for individual guests of the Hotel. It is the obligation of the individual guests of the Hotel to make all required payments, unless specifically authorized by County in the Hotel Agreement. County will only be obligated to make payments under the Hotel Agreement for the Meeting Room Rental, Food and Beverage (not including alcoholic beverages or related service charges), Audio Visual, and other expenses associated with the County function at the Hotel.

County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

**Indemnification/Attorneys’ Fees.** County’s responsibility for damages, costs, or to indemnify Hotel shall only be to the extent and limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) and only from claims arising out of or based upon damage or injuries to persons or property caused solely by the negligent acts of County or its elected officials and employees. County shall not be responsible for damages, costs or to indemnify Hotel from its or its employees or contractor’s acts or omissions.

No attorneys’ fees and costs shall be awarded to either party.

**Conduct.** County agrees to conduct the scheduled functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. County assumes full responsibility for the conduct of and damages or loss caused only by its employees and agents in attendance. County will not be liable for ordinary wear and tear caused by the scheduled function.

**Tax Compliance Certification.**

Hotel must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Hotel’s warranty in this Contract that Hotel has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract,



at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Hotel, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Hotel's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Hotel represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Hotel has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, to Hotel's property, operations, receipts, or income, or to Hotel's performance of or compensation for any Work performed by Hotel; (C) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, or to goods, services, or property, whether tangible or intangible, provided by Hotel; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**Compliance with Public Contracting Provisions.** The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, are incorporated herein by this reference.

**Governing Law.** This Hotel Agreement shall be construed in accordance with the laws of the State of Oregon. Notwithstanding any language to the contrary, County will not submit itself to mediation, arbitration or any other form of alternative dispute resolution.

**Termination for Non-Appropriation of Funds.** If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, County may terminate this Agreement without further liability by giving Hotel not less than 120 days' notice.

**Cancellation by County.** In the event County terminates or cancels this Agreement for any reason(s), except for termination for non-appropriation as outlined in the Termination for Non-Appropriation of Funds paragraph, County agrees to pay liquidated damages amounts set forth below and subject to the limitation of the Payment section above in this Addendum. Any funds paid by County as liquidated damages will be counted as a credit toward the use of the Hotel's facilities for two years from the date of the canceled event. Notwithstanding the foregoing, County shall not be obligated to pay any amount for cancellation of the room and space if Hotel is able to relet the reserved room and space. Hotel shall make all reasonable efforts to cover and relet rooms and spaces formerly reserved to County and cover and reallocate all deliverables reserved for County. Hotel shall provide a description of all such efforts in the Invoice. In no case shall any liquidated damages paid under this Agreement exceed the total sum of estimated charges.

Maximum Liquidated Damages:  
Two (2) years to one (1) year from event: 30%  
One (1) year from the event: 70%

**Reassignment of Space.** If for any reason the space reserved is not available for County's event, County agrees that Hotel may, upon receipt of written consent by County, substitute the space with another of reasonably comparable quality and which will meet all of the requirements for which County intended to use the original space. If no such space can be made available by Hotel, County may, in its discretion, either agree to a comparably inferior space for which County will receive an equitably appropriate price discount or terminate this Hotel Agreement without recourse or penalty.

**Insurance.** County maintains commercial general liability in accordance with Oregon Law for the negligent acts or omissions of its elected officials and employees.

**Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

County initials: \_\_\_\_\_

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

Hotel initials: \_\_\_\_\_



Date: 1-16-19

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of 2023 Convention Contract with Red Lion Hotel on the River to  
Provide Services for the Sheriff's Office Child Abuse & Family Violence Summit**

<b>Purpose/ Outcomes</b>	Approval of the 2023 Convention Contract
<b>Dollar Amount and Fiscal Impact</b>	\$215,826
<b>Funding Source</b>	216 1603 06894 450001
<b>Duration</b>	Execution through April 22, 2023
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	
<b>Contact Person</b>	Ryan Brown, x8039

**BACKGROUND:**

Annually the Sheriff's Office has hosted the Child Abuse & Family Violence Summit that is nationally recognized and attended by over 800 participants from across Oregon and the United States. The Summit occurs at the Red Lion Hotel on the River as it is the only local location that accommodate the size of event for both lodging and event needs. In order to secure the Hotel for the 2023 Summit, it is necessary for the County to enter into the contract at this time.

In accordance with LCRB C-047-0275, Procurement published a notice of intent to award a sole source contract for seven calendar days on the County Procurement website. No protests were received.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached contract.

Respectfully submitted,

Chris Hoy, Undsheriff

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division

**CONVENTION CONTRACT**

A satisfied customer is our goal. Admittedly we believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This contract between the **Clackamas County on behalf of its Sheriff's Office** and the **Red Lion Hotel on the River** is intended to be helpful to us both and result in your satisfaction with our performance.

Especially Prepared for:	Clackamas County Sheriff's Office
By:	Camille Greenslade, Director of Sales 909 N Hayden Island Drive Portland, OR 97217 503-978-4553 camille.greenslade@redlionontheriver.com
Contact:	Detective Erin Schweitzer, Detective Clackamas County Sheriff's Office, 2223 Kaen Road Oregon City, OR 97045 503-785-5102 erinsch@co.clackamas.or.us
Function:	<b>2023 Child Abuse Summit</b>
Headquarters Hotel:	<b>Red Lion Hotel on the River</b>
Dates Rooms Reserved:	Sunday, April 16, 2023 through Saturday, April 22, 2023

**ROOM ARRIVAL and DEPARTURE PATTERN**

<b>Guest Rooms</b>	<b>Sun 04/16</b>	<b>Mon 04/17</b>	<b>Tue 04/18</b>	<b>Wed 04/19</b>	<b>Thu 04/20</b>	<b>Fri 04/21</b>
Guest Rooms	2	199	220	220	210	5
Staff/Courtyard		25	25	25	25	10
King Presidential Suite		1	1	1	1	1
Parlor Suite		2	2	2	2	2
Junior Executive Suite		2	2	2	2	2

TOTAL SLEEPING ROOM NIGHTS RESERVED: **991**

<b>Room Rates</b>	<b>Single Rate</b>	<b>Double Rate</b>	<b>Triple Rate</b>	<b>Quad Rate</b>
Guestrooms	\$181.00	\$181.00	\$181.00	\$181.00
Staff/Courtyard	\$106.00	\$106.00	\$106.00	\$106.00
Presidential Suite		Complimentary		
Parlor Suite		Complimentary		
Junior Executive Suite		Complimentary		

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

The rates listed above are at the current published Federal Government per diem at the time of contracting. For your event, the Red Lion Hotel on the River will guarantee the prevailing Federal Government per diem rate in effect on the dates of your meeting, although it will not be allowed to go below the current rate listed above.

The above rates are subject to applicable tax which is currently 13.3% Occupancy Tax and 2.0% TID Assessment per room, per night, and is subject to change without notice.

### Concessions

Concessions as listed below are based on the overall value of the business as outlined in the contract. Should GROUP be unable to fulfill the commitment, the Red Lion Hotel on the River reserves the right to reassess concessions commensurate with the actual estimated value:

- Discounted staff room rate of \$106.00 + tax for up to 110 total room nights
- One (1) complimentary Presidential Suite arriving Monday, April 17, 2023 for 5 nights, departing Saturday, April 22, 2023
- Two (2) complimentary Junior Executive Suites arriving Monday, April 17, 2023 for 5 nights, departing Saturday, April 22, 2023
- Two (2) complimentary Parlor Suites arriving Monday, April 17, 2023 for 5 nights departing Saturday, April 22, 2023
- One complimentary room night per every fifty (50) revenue room nights actually utilized by your 2021 Child Abuse Summit attendees
- No early departure fee for 2023 Child Abuse Summit attendees
- Hotel staff to hang Group banners, complimentary
- Hotel to provide ten (10) exhibit tables with linen and draped, complimentary
- Waived patch fees and no additional charges for Group providing audiovisual equipment

### Rebate

The **Red Lion Hotel on the River** will pay \$5.00 for each revenue room night actually occupied and paid for by your attendees that was reserved as part of the established group block at the special group rates contained in this agreement to Clackamas County Sheriff's Office, for the purpose of defraying costs. This payment will be made by **Red Lion Hotel on the River** after receipt by the **Red Lion Hotel on the River** of full payment for the event.

### Staff Rooms

We are pleased to reserve twenty-five (25) courtyard and/or suites accommodations per night as part of the staff block to be used by your convention staff for the dates of April 17-22, 2023 at the special net rate of \$106.00 plus tax. Suite accommodations are based on availability.

### Complimentary Rooms

In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every 50 revenue room nights actually utilized by your **Clackamas County Sheriff's Office**. A Parlor Suite is counted as one room; a Presidential Suite being counted as two rooms. **Clackamas County Sheriff's Office** should provide a list of names in order of preference for complimentary room assignment.

In addition to the above complimentary room policy, the **Red Lion Hotel on the River** is pleased to extend the following complimentary suites:

- One (1) complimentary Presidential Suite arriving Monday, April 17, 2023 for 5 nights, departing Saturday, April 22, 2023

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

- Two (2) complimentary Junior Executive Suites arriving Monday, April 17, 2023 for 5 nights, departing Saturday, April 22, 2023
- Two (2) complimentary Parlor Suites arriving Monday, April 17, 2023 for 5 nights departing Saturday, April 22, 2023

#### **Cut Off Date**

All the rooms provided for in your room block will be reserved on a definite basis for you upon signing of this contract. In order to assign specific room types to your attendees we ask that all room requests be received by **Sunday, March 26, 2023** twenty one (21) days prior to your major arrival day. After that date, the **Red Lion Hotel on the River** will continue to hold any rooms in your block not assigned to a specific attendee for your group if you pay for them in full at that time. Advance payments will be refunded by the **Red Lion Hotel on the River** after your convention dates if rooms you paid for in advance were later paid for by your attendees. If you prefer, after consultation with you, confirmed in writing, the **Red Lion Hotel on the River** will offer unassigned rooms in your block to other individuals or groups in an effort to reduce damages you may be required to pay pursuant to the Performance Clause of this agreement. If you ask us to attempt to resell the unused rooms in your block, members of your group may still request rooms based on availability. Such rooms will be available at the **Red Lion Hotel on the River's** prevailing rate.

#### **Early Departure Fee**

The Hotel's standard early departure fee of \$50.00 is waived for the 2023 Child Abuse Summit.

#### **Check-In/Out Time**

Our check-in time is 3:00 p.m., check-out time is 12:00 p.m. All guests arriving before 3:00 p.m. will be accommodated as rooms become available. Our **Guest Services Department** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

#### **Room Assignments**

Hotel requires the use of PassKey/GroupMax for guestroom reservations. This booking tool will be set up by your Convention Services Manager and a link emailed to you for your use on any web sites your attendee's may use to register for your event. This process will allow you to monitor in real time all room reservations, the ability to run rooming lists, make changes to existing reservations and so much more. The hotel will provide your group with training on the PassKey/GroupMax program as necessary. Requests for room assignments may also be made by calling the hotel directly at 503-283-4466 and asking for the Child Abuse Summit group rate.

#### **Deposits/Confirmation**

In order to confirm a room assignment for your attendees, we will require them to provide a first night's deposit, (refundable up to 72 hours in advance of your convention date; cancellation within 72 hours of arrival date is nonrefundable.) Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay will be charged immediately. The Red Lion Hotel on the River will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

#### **Credit Arrangements**

It is our understanding that all individuals who attend your meeting will be responsible for their own room, tax and incidental charges upon check-out.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Master Accounts**

**Clackamas County Sheriff's Office** currently has credit with **Red Lion Hotel on the River**. Credit applications are valid for one year from the time of signing and will be required to be updated annually. The **Red Lion Hotel on the River** will provide master account billing for charges as indicated incurred during your meeting. The **Red Lion Hotel on the River** reserves the right to request a credit application at any time if your group's credit status changes and may require advance payments or deposits of all or part of your estimated charges if credit is not approved. All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review this account with you daily to eliminate discrepancies. You agree that the remainder of the master account will be fully paid by company or certified check within 30 days after receipt of the bill. In the event any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1½% per month until paid.

If you prefer, all master account charges can be paid by credit card. Red Lion Hotel on the River accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for master account payments. If credit has not been approved for your event, you will provide us with the credit card to which all estimated master account charges will be charged no later than **Sunday, March 26, 2023**. If you receive credit approval, we request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the master account bill. In the event any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

Should the master account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to its other remedies, **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** agree that the hotel, at its sole option, may elect to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** for additional conventions/meetings to be held in the future, and that in such event, no fees, charges, damages or penalties shall be due from the **Red Lion Hotel on the River** as a result of the cancellation and no claim shall be brought against the **Red Lion Hotel on the River** as a result of the cancellation.

**Function Space**

We have reserved the attached program of function space according to the requirements as indicated. Based on the sleeping room and food and beverage usage and other anticipated revenues that **Red Lion Hotel on the River** will realize from this event, the function space for your program will be waived with a minimum food and beverage purchase of **\$50,000.00** plus service charge. Should the minimum not be met, the remaining balance will be charged as room rental and will be subject to service charge.

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover **Red Lion Hotel on the River** cost and additional labor. If equipment is necessary that exceeds **Red Lion Hotel on the River's** inventory, then **Clackamas County Sheriff's Office** agrees to pay for the cost or renting of additional equipment.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### **Fire Permits**

You agree to any and all expenses associated with obtaining any and all necessary licenses, permits or approvals for your event, including, but not limited to, licensing, Fire Marshall, Health Department, or other permits.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

### **Audio Visual**

Presentation Services Audio Visual (PSAV) is the preferred company of the Red Lion Hotel on the River providing all audio-visual support for guests and meeting attendees in order to provide the best possible experience for your group. Red Lion Hotel on the River highly recommends the use of PSAV as they are an international company with extensive resources, are experts in the set-up and operation of all equipment, provide competitive pricing and exceptional service. Please reference PSAV's current price list for all equipment or call (503) 286-8297 for a customized proposal. No outside audio visual vendors may be contracted to provide on-site equipment or services during your event without prior approval from the Hotel at least 30 days in advance of your event. The Hotel will require proof of insurance, liability and security waivers as well as compliance with the Audio Visual Service Standards ensuring consistency of product and service. Additional support from PSAV may be required by the Hotel as outlined in the Audio Visual Service Standards at an additional fee and/or the Hotel may impose an additional facilities charge to offset loss of revenue.

### **Service Charge**

The quotations listed do not include service charges, which for your reference are currently 23%. Service charges apply to all food, beverage and room rental charges and are subject to change without notification. You will be charged the prevailing service charge as of the date of your Event. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event.

**Red Lion Hotel on the River** understands the importance of your ability to use the function space held for your event without significant outside noise or other distractions. In the event such problems occur, Hotel upon notification by **Clackamas County Sheriff's Office** will immediately take reasonable steps to prevent such noise or other distractions that are within the Hotel's reasonable control from continuing.

Red Lion Hotel on the River understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at the **Red Lion Hotel on the River's** published rates.

### **Banner Hanging**

The **Red Lion Hotel on the River** agrees that banners will be hung by hotel staff no later than 11:00AM on Monday, April 17, 2023

Initial: \_\_\_\_\_ Date: \_\_\_\_\_



**Exhibit Space**

- A. Type, Size and Number: TBD
- B. Set-Up Date Monday, April 17, 2023  
Hours for Set-Up: 8:00 a.m. – 4:00 a.m.
- C. Tear-Down Date: Friday, April 21, 2023  
Hour for complete removal from Hotel: 4:00 p.m.
- D. Exhibit tables will be clothed and draped, provided complimentary by the Hotel.
- E. The Grand Ballroom Foyer/Pre-function Space will be the designated exhibit area.

**Hotel Guidelines on Exhibits**

- A. Hotel unfortunately does not have storage space for crates.
- B. Uniformed Guards may be required in Exhibit Areas at the expense of the **Clackamas County Sheriff's Office**.
- C. Exhibitors and **Clackamas County Sheriff's Office** shall indemnify and hold harmless Hotel and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. **Clackamas County Sheriff's Office** hereby agrees to the Indemnity Agreement attached hereto and marked Exhibit A.
- D. **Clackamas County Sheriff's Office** shall be responsible for obtaining any necessary Local Fire Department approvals of Exhibit plans.
- E. Hotel requests that the **Clackamas County Sheriff's Office** submit to Hotel a proof of the Exhibitors Contract before it is sent to the Exhibitors.
- F. You agree to indemnify us for any damage caused to any Hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

**Outside Contractors**

Should you elect to utilize outside contractors or subcontractors on the Hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify the Hotel of your intention to use such providers at least thirty days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises.

**Security**

If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### Banquet Services

You have agreed to hold the food and beverage events set forth in the attached program schedule. You will be asked to sign Event Orders confirming menus and other details for each of your events.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your information and guidance, our current menu prices are as follows:

Continental Breakfast:	from \$18.00
Full Breakfast Buffet:	from \$25.00
Plated Lunch:	from \$28.00
Lunch Buffet:	from \$31.00
Plated Dinner:	from \$37.00
Dinner Buffet:	from \$43.00

Upon request, copies of proposed menus will be provided. The menu pricing listed does not include service charge, currently 23% (subject to change). Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention. For your budgeting purposes, our average increase in menu pricing is 5% annually. We will guarantee a maximum yearly increase of 5% to the above 2018 average menu pricing.

Until specific menus and prices are established, **Red Lion Hotel on the River** will compute any performance or cancellation damages due using the minimum menu prices above and number of attendees listed in the program schedule.

The Red Lion Hotel on the River is licensed to serve food and beverages. No food or beverages may be brought into the Red Lion Hotel on the River by Clackamas County Sheriff's Office for service at this convention.

### Performance and Cancellation Policies

Upon signing of this contract, both you and **Red Lion Hotel on the River** will have entered into a binding commitment. **Red Lion Hotel on the River** is committed to provide and you are committed to use and pay for all of the accommodations and services set forth in this agreement. **Red Lion Hotel on the River** has offered the favorable sleeping room rates and other concessions in this contract based upon the total anticipated revenues for your event. "Anticipated Revenue" includes revenue from the total sleeping room nights reserved on page 1 at the gross rates established herein (less complimentary rooms), food and beverage events at the minimum per person charge, plus service charge as set forth in your program, meeting room rental as agreed and ancillary revenues which the Hotel expects to receive from your attendees, such as telephone tolls, in-room movies, room service, outlet usage and similar charges. In states in which local law requires payment of taxes on damages, anticipated revenue will include tax.

Should you not utilize and pay for all of the commitments of this contract, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or cancellation of the entire contract, you agree that the Hotel will suffer damages. Such damages will occur because **Red Lion Hotel on the River** will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The exact amount of such damages will be difficult to determine. Therefore, the parties agree that the following liquidated damage clauses are a reasonable effort by the parties to agree in advance on the amounts that will be paid by you in the event of either lack of performance or cancellation.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Performance Clause**

Prior to your event, from time to time, at our option, we may review the number of requests for room assignments which have been made by your attendees in order to compare your obligations herein with your **Clackamas County Sheriff's Office's** actual likely performance. Should it appear in advance of your meeting that the actual number of attendees will fall below the attendance we expect based upon your room block, the **Red Lion Hotel on the River** reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendee's requests for room assignments.

Further, in the event that you do not use all of the sleeping rooms in your block or reduce the number, size or scope of the food and beverage events set forth in your program, you agree to pay liquidated damages to the Hotel based upon the difference between the total revenue anticipated for your event and the revenue actually received as follows:

**Sleeping Rooms**

Percentage of Total Anticipated Revenue from Sleeping Rooms Actualized by Hotel:	Percentage of Total Anticipated Revenue from Sleeping Rooms to be paid as Liquidated Damages:
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Total Anticipated Sleeping Room Revenue	\$165,826.00
80% Minimum Revenue Commitment =	\$132,660.80
80% to 100%	0% \$ -
70% to 79%	10% \$ 16,582.60
60% to 69%	20% \$ 33,165.20
50% to 59%	30% \$ 49,747.80
40% to 49%	40% \$ 66,330.40
30% to 39%	50% \$ 82,913.00
20% to 29%	60% \$ 99,495.60
19% or Less	70% \$ 116,078.20

The Hotel will determine your actualized sleeping room revenue by adding together the room rates received for rooms used within your reserved room block. If you and Hotel agree under the Cut Off Date paragraph that unreserved rooms in your block will be returned to the Hotel to attempt resell, your group rooms will be considered resold to the extent that the Hotel sells more rooms on a night of your event than it could have sold if your block had been filled. Each room resold will be credited to your actualized revenue at the Hotel's average rate for the day.

**Cancellation Clause**

**Clackamas County Sheriff's Office** agrees that should it cancel its event for any reason, including changing its meeting site to another Hotel, that **Red Lion Hotel on the River** will suffer damages. The closer in time to the date of your event that a cancellation occurs, the less likely it is that **Red Lion Hotel on the River** will be able to replace any or all of your business with comparable business. Therefore, the parties agree that **Clackamas County Sheriff's Office** will pay as liquidated damages to the **Red Lion Hotel on the River** immediately upon notice of cancellation a percentage of the total revenues anticipated by the **Red Lion Hotel on the River** for your event from sleeping rooms, food and beverage events set forth in your program and ancillary revenues as follows:

Total Anticipated Sleeping Room and Food and Beverage Revenue: \$215,826.00

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Cancellation between date of signing and April 15, 2021: 30%; \$64,747.80

Cancellation between April 16, 2021 and April 15, 2022: 50%; \$107,913.00

Cancellation between April 16, 2022 and date of group arrival: 70%; \$151,078.20

In the event that this meeting is canceled prior to the time that specific sleeping room rates are agreed upon, menu prices are established, or exhibit space rates are established, then our current room rates, current menu prices and current exhibit space rates, as set forth herein, will be used in calculating the **Red Lion Hotel on the River's** anticipated gross revenues. Ancillary revenues will be calculated using the average daily per occupied room ancillary revenue for the same month as the convention from the most recent year available.

**Red Lion Hotel on the River** will not consider notice of cancellation valid and will not release accommodations held until payment of the liquidated cancellation damages is received, therefore delay in payment may result in higher damages owed.

#### Shipping, Receiving, Storage

Parcels for events held in the Hotel may be delivered up to three (3) working days prior to the event. The shipment must be addressed to the guest responsible for claiming the parcel at the Hotel. Parcels should be addressed to: Guest's Name, Date of Arrival and Name of Event, (Hotel name and address). The Hotel requires advance notice of the shipment and number of parcels. Parcels should be numbered 1 of 10, 2 of 10, 3 of 10, etc. The Hotel is not responsible for storage of exhibit property or large quantities of parcels.

#### Parking

Parking is provided for all Hotel guests on a space available basis.

#### Acts of God

Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the **Red Lion Hotel on the River**, governmental authority, or war in the United States make it illegal or impossible for the Hotel to hold the event.

#### Americans With Disabilities Act

The **Red Lion Hotel on the River** represents and **Clackamas County Sheriff's Office** acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated thereunder ("ADA"), the **Red Lion Hotel on the River** facilities being rented to **Clackamas County Sheriff's Office** under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

#### Auxiliary Aids

**Clackamas County Sheriff's Office** agrees that by **Sunday, March 28, 2021**, it will furnish to the **Red Lion Hotel on the River** a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, **Clackamas County Sheriff's Office** shall pay all charges associated with the acquisition, rental or provision of such aids for use in the function space.

When requests for sleeping room assignments are made, please ask your attendees to notify the **Red Lion Hotel on the River** of their auxiliary aid needs, so that we may notify you as to

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

the names of businesses with which you may contract to obtain those aids for use in the sleeping rooms.

**Compliance with Laws**

**Clackamas County Sheriff's Office** agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. **Clackamas County Sheriff's Office** agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. **Clackamas County Sheriff's Office** represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

**Promotional Considerations**

**Red Lion Hotel on the River** has the right to review and approve any advertisements or promotional materials in connection with **Clackamas County Sheriff's Office** function which specifically reference a name or logo owned by Red Lion Hotels Corporation.

**Option Dates**

These arrangements are being held on a **first option basis** until **Friday, June 29, 2018**. However, should another organization request the dates and be in a position to confirm immediately, you will be advised and given seven (7) days to confirm on a definite basis or so alternate dates can be researched and held for your use.

By signing and returning the enclosed copy of this contract by **Friday, June 29, 2018**, you will enable us to establish these arrangements on a definite basis.

Please note that it is the responsibility of your organization to notify the **Red Lion Hotel on the River** if you need to extend your option. If written confirmation is not received by the **Red Lion Hotel on the River** by **Friday, June 29, 2018** your hold may be automatically released.

**Indemnification**

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the **Red Lion Hotel on the River**, COHO, and the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of Hotel.

**Insurance**

You agree to obtain and keep in force, during the term of your occupancy and use of our premises for your event, policies of General Liability insurance, specifically referring to and including the Contractual Liability referred to in the indemnification paragraph above, Premises-Operations, Broad Form Property Damage, and Personal and Injury Liability with limits not less than \$1,000,000.00 per occurrence, and, if applicable, Worker's Compensation insurance to statutory limits, Employer's Liability insurance with limits not less than \$1,000,000.00 per occurrence, and Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits not less than \$1,000,000.00 per occurrence. You agree to include Hotel, COHO and Hotel Owner (JBH Property Acquisitions, LLC) in the General Liability policy as an additional insured thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least seven (7) days prior to your event copies of certificates of insurance for each policy required by us. All policies of insurance

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

will be with insurance companies rated by A. M. Best Company as an A VIII or better or otherwise acceptable to the Hotel.

If you use an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of you. Also, their insurance is primary to any similar insurance carried by us. The Hotel, COHO and Hotel Owner must be named as an additional insureds on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide us certificates of insurance seven (7) days prior to the performance of their contract with you.

#### **Arbitration/Dispute Resolution**

The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

#### **Attorney's Fees/Costs**

The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

#### **Successors and Assigns**

The commitments made by **Clackamas County Sheriff's Office** will be binding on its successors and assigns. In the event that **Clackamas County Sheriff's Office** assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by COHO. In the event such an assignment is contemplated, **Clackamas County Sheriff's Office** agrees to notify COHO at least thirty days in advance of the planned close of the assignment transaction of the entities involved. COHO will thereafter have 20 days in which to notify **Clackamas County Sheriff's Office** if assignment is approved.

#### **Effective Date of Communications/ Signatures sent by Facsimile**

The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

This contract, with exhibits attached hereto (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Red Lion Hotel on the River** and **Clackamas County**.

**This contract is subject and subordinate to the terms and conditions of the Hotel Agreement Addendum attached here to and incorporated herein.**


**ACCEPTED AND AGREED TO:**

Clackamas County Board of  
County Commissioners

By: \_\_\_\_\_  
Chair

Date \_\_\_\_\_

Red Lion Hotel on the River

By:   
Ms. Camille Greenslade,  
Director of Sales

Date 6/6/19

By: \_\_\_\_\_  
Ms. Dani Boss  
Director of Sales and Marketing

Date \_\_\_\_\_

**EXHIBIT A**

**RESPONSIBILITY CLAUSE FOR EXHIBITS**

The **Clackamas County Sheriff's Office** shall assume responsibility for any claims arising out of the use of the exhibition premises of the **Red Lion Hotel on the River**. In this regard, the **Clackamas County Sheriff's Office** agrees to indemnify and defend the **Red Lion Hotel on the River** and its Owners, agents and employees against any claims or expenses arising out of the use of the exhibition premises.

The **Clackamas County Sheriff's Office** agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the **Clackamas County Sheriff's Office's** indemnity in this Responsibility Clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The **Red Lion Hotel on the River**, its Owners and COHO shall be named as additional insureds on such policy, and **Clackamas County Sheriff's Office** shall supply the **Red Lion Hotel on the River** with Certificates of Insurance at least 30 days prior to the use of the exhibition premises.

In order to protect the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River**, the **Clackamas County Sheriff's Office** agrees to include the following Responsibility Clause in their Exhibitor contract:

Exhibitor assumes responsibility and agrees to indemnify and defend the **Clackamas County Sheriff's Office** and the **Red Lion Hotel on the River** and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises.

The Exhibitor understands that neither the **Clackamas County Sheriff's Office** nor the **Red Lion Hotel on the River** maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.



**SCHEDULE OF EVENTS**

Date	Start Time	End Time	Description	Room	Setup	Agr
<b>Monday</b>						
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4	Special Setup Instructions	800
4/17/2023	8:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Overton		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Pendleton		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Glisan		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Multnomah		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Clackamas		
4/17/2023	8:00 PM	4:00 AM	24 hour hold	Clark		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Washington		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Hayden		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Timberline		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Flanders		
4/17/2023	8:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/17/2023	1:00 PM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
<b>Tuesday</b>						
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/18/2023	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Overton		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Multnomah		

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Clackamas County Sheriff's Office

June 7, 2018

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4/18/2023	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Clark		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Washington		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/18/2023	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
4/18/2023	5:00 PM	8:00 PM	Reception	JB's Lounge		
<b>Wednesday</b>						
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/19/2023	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Overton		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Clark		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Washington		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/19/2023	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Clackamas County Sheriff's Office

June 7, 2018

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<b>Thursday</b>						
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	White Stag	Office	
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Jantzen	Office	
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Lower Lobby		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Overton		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Pendleton		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Glisan		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Multnomah		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Clackamas		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Clark		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Washington		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Hayden		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Timberline		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Flanders		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Lovejoy		
4/20/2023	4:00 AM	4:00 AM	24 hour hold	Presidential Suite	Hospitality	
<b>Friday</b>						
4/21/2023	4:00 AM	4:00 PM		Grand Ballroom Salon 1 Salon 2 Salon 3 Salon 4		800
4/21/2023	4:00 AM	5:00 PM	Office	White Stag	Office	
4/21/2023	4:00 AM	5:00 PM	Office	Jantzen	Office	
4/21/2023	4:00 AM	3:00 PM	Teardown	Overton		
4/21/2023	4:00 AM	5:00 PM	Storage	Pendleton		
4/21/2023	10:00 AM	12:00 PM	Meeting	Multnomah		
4/21/2023	10:00 AM	12:00 PM	Meeting	Clackamas		
4/21/2023	8:00 AM	5:00 PM	Hospitality	Presidential Suite	Hospitality	
4/21/2023	4:00 AM	12:15 PM		Hayden		
4/21/2023	10:00 AM	12:00 PM	Meeting	Washington		
4/21/2023	10:00 AM	12:00 PM	Meeting	Clark		

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Meeting Rooms Subject to Change\***

**Meeting agenda must be provided to hotel 6 months prior to the event for space review and release of space not needed.**

**SECURITY AND DAMAGES:** The Hotel assumes no responsibility for loss or damage to materials and/or equipment left in function rooms. It is advised that all equipment be taken out of meeting rooms at the conclusion of event. Your Convention Services Manager can assist you in contracting outside security services at prevailing rates should you need to leave equipment in the banquet rooms.

This Application is for reference only and in no way establishes a line of credit on behalf of Clackamas County, a political subdivision of the State of Oregon.



Arrival Date: April 18, 2021

**HOTEL NAME:** Red Lion Hotel on the River **TELEPHONE:** \_\_\_\_\_  
**ADDRESS:** 909 North Hayden Island Drive **FAX:** 503-735-4847  
Portland, Oregon 97217

**~~CREDIT APPLICATION~~**

Confidential Information

Name of Company Requesting Clackamas County Sheriff's Office  
Direct Billing: \_\_\_\_\_  
Address: 2223 Kaen Rd., Telephone: 503-331-2400  
City: Oregon City State: OR Zip: 97045  
Dun & Bradstreet Number: \_\_\_\_\_ Rating: \_\_\_\_\_  
Listed in Name of: \_\_\_\_\_  
Group Name: 2021 Child Abuse Summit  
Inclusive Booking Dates: April 18, 2021 - April 25, 2021  
Group Contact: Detective Erin Schweitzer Telephone: 503-785-5102  
Address: Clackamas County Sheriff's Office, 2223 Kaen Road  
Fax: 503-655-8549  
City: Oregon City State: OR Zip: 97045

**DIRECT BILLING HAS BEEN REQUESTED AS INDICATED:**

- 1. Guest Room Accounts: \_\_\_\_\_ All charges for specified guests - provide list  
\_\_\_\_\_ Room and tax only for specified guests - provide list
- 2. Catering \_\_\_\_\_ All catering/banquet charges
- 3. Miscellaneous: \_\_\_\_\_ Provide list

**BANK REFERENCES:**

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Full Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Account #: \_\_\_\_\_ ABA #: \_\_\_\_\_

**HOTEL REFERENCES (Most Recent History):**

**Hotel Name:** \_\_\_\_\_ **Dates:** \_\_\_\_\_  
**Full Address:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Hotel Name:** \_\_\_\_\_ **Dates:** \_\_\_\_\_  
**Full Address:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
**Hotel**  
**Name:** \_\_\_\_\_ Dates: \_\_\_\_\_  
 Full \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**AGREEMENT & RELEASE:**

~~I (We) agree if credit is extended, to pay the amount due upon receipt of the first statement. In accordance with the Privacy Act, Freedom of Information Act, the Fair Credit Reporting Act, and any similar federal, state or local statutory or common laws or regulations, I (We) expressly authorize the above named references, any credit reporting agency, any law enforcement agency (federal/state/local) and any person or entity with knowledge of information relevant to this request for credit to release this information to the Hotel (together with its owners, partners, parent, subsidiaries and affiliates, and their officers, directors, agents and employees, "Hotel") and Hotel to request, obtain and use such information as it sees fit. I (We) hereby agree to release, indemnify, defend and hold harmless Hotel and any all other persons or entities, including without limitation those providing information, from any and all liability for losses, claims, injuries, liabilities, and damages of whatever kind or nature, whether known or unknown, including without limitation those based upon defamation, invasion of privacy, and rights of publicity and personality, which may at any time arise or accrue to me (us) or my (our) heirs, successors, parents, subsidiaries, assigns, officers, directors, employees, agents or other persons or entities claiming by or through us, on account of provision of such information or reliance on such information or on other information gathered pursuant thereto and hereto. I (We) hereby authorize this Credit Application and release to be shown and delivered to such persons, with a copy of this Credit Application and release to be as valid as the original.~~

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

**DO NOT WRITE BELOW THIS LINE -- FOR OFFICE USE ONLY**

Estimated Amount of Charges -- To be completed by Originator

Rooms:	\$ _____	Credit Approved By:	_____
Catering/Banquet:	\$ _____	Date:	_____
Meeting Room	\$ _____	Credit Limit:	\$ _____
Rental:	_____	Credit Denied:	_____
Other:	\$ _____	Advance Deposit	\$ _____
<b>Total:</b>	<b>\$ _____</b>	Required:	_____
Deposit Received:	\$ _____	File #:	SRB-00000004
Sales Rep:	Camille Greenslade		
M & C Rep:	_____		
Catering Rep:	_____		

(Always Attach Copy of Contract)

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## HOTEL AGREEMENT ADDENDUM

This Hotel Agreement Addendum supplements and/or modifies the Convention Contract for the 2023 Child Abuse Summit (“Hotel Agreement”) between Clackamas County (“County”) and Red Lion Hotel on the River (“Hotel”). In the event of any conflicts between the terms and conditions of Hotel Agreement and this Addendum, the terms and conditions of this Addendum shall control. The Hotel Agreement and Addendum are collectively referred to as “Agreement.” Unless otherwise provided herein, capitalized terms shall have the meaning prescribed in the Hotel Agreement.

**Payment.** All payments for services rendered under this Agreement will be subject to the conditions and limitations of ORS 293.462. Fees, of which the actual sums are not expressly approved of prior to execution of this Agreement (Such as percentage based service fees and others not directly tied to services actually rendered), are not agreed to and will not be paid without prior written approval by County. It is understood by the parties that the purpose of this Agreement is to hold rooms for individual guests of the Hotel. It is the obligation of the individual guests of the Hotel to make all required payments, unless specifically authorized by County in the Hotel Agreement. County will only be obligated to make payments under the Hotel Agreement for the Meeting Room Rental, Food and Beverage (not including alcoholic beverages or related service charges), Audio Visual, and other expenses associated with the County function at the Hotel.

County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

**Indemnification/Attorneys’ Fees.** County’s responsibility for damages, costs, or to indemnify Hotel shall only be to the extent and limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) and only from claims arising out of or based upon damage or injuries to persons or property caused solely by the negligent acts of County or its elected officials and employees. County shall not be responsible for damages, costs or to indemnify Hotel from its or its employees or contractor’s acts or omissions.

No attorneys’ fees and costs shall be awarded to either party.

**Conduct.** County agrees to conduct the scheduled functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. County assumes full responsibility for the conduct of and damages or loss caused only by its employees and agents in attendance. County will not be liable for ordinary wear and tear caused by the scheduled function.

**Tax Compliance Certification.**

Hotel must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Hotel’s warranty in this Contract that Hotel has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract,

at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Hotel, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Hotel's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Hotel represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Hotel has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, to Hotel's property, operations, receipts, or income, or to Hotel's performance of or compensation for any Work performed by Hotel; (C) Any tax provisions imposed by a political subdivision of this state that applied to Hotel, or to goods, services, or property, whether tangible or intangible, provided by Hotel; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**Compliance with Public Contracting Provisions.** The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, are incorporated herein by this reference.

**Governing Law.** This Hotel Agreement shall be construed in accordance with the laws of the State of Oregon. Notwithstanding any language to the contrary, County will not submit itself to mediation, arbitration or any other form of alternative dispute resolution.

**Termination for Non-Appropriation of Funds.** If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, County may terminate this Agreement without further liability by giving Hotel not less than 120 days' notice.

**Cancellation by County.** In the event County terminates or cancels this Agreement for any reason(s), except for termination for non-appropriation as outlined in the Termination for Non-Appropriation of Funds paragraph, County agrees to pay liquidated damages amounts set forth below and subject to the limitation of the Payment section above in this Addendum. Any funds paid by County as liquidated damages will be counted as a credit toward the use of the Hotel's facilities for two years from the date of the canceled event. Notwithstanding the foregoing, County shall not be obligated to pay any amount for cancellation of the room and space if Hotel is able to relet the reserved room and space. Hotel shall make all reasonable efforts to cover and relet rooms and spaces formerly reserved to County and cover and reallocate all deliverables reserved for County. Hotel shall provide a description of all such efforts in the Invoice. In no case shall any liquidated damages paid under this Agreement exceed the total sum of estimated charges.

Maximum Liquidated Damages:  
Two (2) years to one (1) year from event: 30%  
One (1) year from the event: 70%



**Reassignment of Space.** If for any reason the space reserved is not available for County's event, County agrees that Hotel may, upon receipt of written consent by County, substitute the space with another of reasonably comparable quality and which will meet all of the requirements for which County intended to use the original space. If no such space can be made available by Hotel, County may, in its discretion, either agree to a comparably inferior space for which County will receive an equitably appropriate price discount or terminate this Hotel Agreement without recourse or penalty.

**Insurance.** County maintains commercial general liability in accordance with Oregon Law for the negligent acts or omissions of its elected officials and employees.

**Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

County initials: \_\_\_\_\_

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

Hotel initials:     *CL*    

Date:     1-16-19



February 7, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Board Order  
Appointing a Clackamas County Planning Director

<b>Purpose/Outcome</b>	Former Clackamas County Planning Director Mike McCallister retired on September 6, 2018. Dan Johnson, the current director of the Department of Transportation and Development, has served as interim Planning Director since that time. ORS 215.042 requires the Board of County Commissioners to appoint a person to perform the duties of the County Planning Director.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	The Planning Director position is funded through the General Fund. No additional funding has been allocated for the assumption of additional duties by the Director of the Department of Transportation and Development.
<b>Duration</b>	February 7, 2019 and continuing until a successor is appointed.
<b>Previous Board Action/Review</b>	None.
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"><li>• Build public trust through good government</li></ul>
<b>Contact Person</b>	Nate Boderman, (503) 655-8364

State law requires the Board of County Commissioners to appoint an individual to serve as planning director for the County. Mike McCallister served as the Clackamas County Planning Director, with honor and distinction for over eight years. Mike retired on September 6, 2018 and the Board appointed Dan Johnson, the current director of the Department of Transportation and Development, as interim Planning Director until a replacement could be hired.

County staff undertook an extensive recruitment effort over the past several months in order to fill this position. Staff recommends that Jennifer Hughes fill the position of Planning Director. Jennifer has been with Clackamas County for over 25 years, serving in various roles, most recently as the Long Range Land Use Planning Manager. It is staff's opinion that Jennifer possesses the necessary qualifications to serve as the County's Planning Director

**RECOMMENDATION**

Staff respectfully recommends the Board approve the attached order formally appointing Jennifer Hughes as the County Planning Director, effective immediately.

Sincerely,

Don Krupp  
Clackamas County Administrator

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Appointment of  
a County Planning Director



Board Order No. \_\_\_\_\_

**Whereas**, This matter coming before the Board of County Commissioners for consideration at its regularly scheduled public Business Meeting on Thursday, February 7, 2019, is a request to appoint a County Planning Director for Clackamas County; and

**Whereas**, it appearing to the Board that Dan Johnson, the current director of the Department of Transportation and Development, is currently the appointed interim Planning Director for Clackamas County, effective September 20, 2018; and

**Whereas**, it further appearing that ORS 215.042 requires the Board of County Commissioners to appoint a person to perform the duties of the County Planning Director; and

**Whereas**, it also appearing that Jennifer Hughes currently serves as the Long Range Land Use Planning Manager, and has the necessary qualifications to be County Planning Director;

**NOW, THEREFORE IT IS HEREBY ORDERED** as follows:

1. The Board finds that the appointment of a County Planning Director is required by ORS 215.042.
2. The Board finds that Jennifer Hughes has the necessary qualification to be the County Planning Director.
3. The appointment of Jennifer Hughes as the County Planning Director is approved effective February 7, 2019, to continue until that time that a successor is appointed by the Board.

**DATED** this 7<sup>th</sup> day of February, 2019.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Wayne Stone Logging, Inc. for the  
Boomer II Timber Sale: Harvest and Log Hauling**

<b>Purpose/Outcomes</b>	This contract will provide harvesting and timber hauling of the Boomer II Timber Sale location located north of Hwy 26. The harvest will cover approximately 75 acres.
<b>Dollar Amount and Fiscal Impact</b>	Contract value is \$600,000.00
<b>Funding Source</b>	257-7651-00-431900-65018
<b>Duration</b>	Contract execution through December 31, 2019
<b>Previous Board Action</b>	Presented Timber Sale plan to Board at Issues on 12/11/2018; Board approved BCS – County Forest Ten-Year Forest Management Plan on 4/17/2018.
<b>Strategic Plan Alignment</b>	Honor, utilize, promote and invest in our natural resources; Build public trust through good government
<b>Contact Person</b>	Rick Gruen, County Forest Manager 503-742-4345

**Background:**

The Boomer II - Timber Sale is located in Section 19, T. 2 S., R. 7 E. WM about one mile by road north of Hwy 26 in the Brightwood area. The sale will harvest approximately 2,051 thousand board feet (“MBF”) of timber (1,509 MBF Douglas-fir, 209 MBF hemlock, 34 MBF cedar and 299 MBF hardwoods). The harvest unit is 75 acres and will include both ground based harvesting and cable logging.

This is a sort sale, or purpose driven timber sale, meaning that County Forest, a division of Business & Community Services will contract for logging and hauling services and negotiate directly with mills for delivered prices based on species, log grade and quantity. The sort sale gives the County Forester the most flexibility to sustainably manage and harvest county forestlands. Previous timber sales were sold on a lump sum bid basis meaning the buyer was responsible for the harvesting and delivery of logs to the mill. As such County Forest did not seek proposals for the sale of the harvested timber and County Forest will hold and retain title to any and all timber cut.

The project work is anticipated to begin immediately following contract signing. Completion is anticipated to be December 31, 2019.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on November 7, 2018. Proposals were opened on December 6, 2018. The County received three (3) proposals: Pacific Forest Contractors, Inc.; David Moehnke Enterprises; and Wayne Stone Logging, Inc. Upon initial review of the responses, the County Evaluation Committee for this project requested Proposers submit a Best and Final Offer to help with final scoring. After final review, scoring, and Evaluation Committee discussions, it was determined that Wayne Stone Logging, Inc. was the highest scoring responder.

This contract has been reviewed and approved by County Counsel.

**Recommendation:**

Staff respectfully recommends that the Board approves and signs the contract with Wayne Stone Logging, Inc. for the Boomer II Timber Sale: Harvest and Log Hauling.

Sincerely,

Laura Zentner, Director



## CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **Wayne Stone Logging, Inc.** ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of Business and Community Services for the purposes of providing Harvest and Log Hauling for the Boomer II Timber Sale.

### **I. TERM**

This Contract shall become effective upon issuance of Notice-To-Proceed ("NTP") and shall remain in effect until **December 31, 2019**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

### **II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in Request for Proposals #2018-88 Boomer II-Timber Sale: Harvest and Log Hauling, issued November 7, 2018, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract including the attached Special Conditions, Attachment "A", and the Contractor's Proposal attached and hereby incorporated by reference as Attachment "B." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Rick Gruen.

### **III. COMPENSATION**

1. **PAYMENT.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum Contract compensation shall not exceed **six hundred thousand dollars (\$600,000.00)**.
2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: 150 Beaver Creek Road, Oregon City, OR 97045 or via email at [cdannenbring@clackamas.us](mailto:cdannenbring@clackamas.us).

### **IV. CONTRACT PROVISIONS**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of

Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

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

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

**8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this

insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

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



other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

**16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not

limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to

anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

**22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

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

**27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

**29. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

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

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

Wayne Stone Logging, Inc.  
39120 SE Hudson Road  
Sandy, OR 97055

Clackamas County

\_\_\_\_\_

Authorized Signature

Date

\_\_\_\_\_

Chair

Date

\_\_\_\_\_

124674-86  
Oregon Business Registry #

Recording Secretary

Approved as to Form:

DBC/Oregon  
Entity Type / State of Formation

\_\_\_\_\_

County Counsel

Date

**ATTACHMENT A**  
**Request for Proposals #2018-88**  
**Issued November 7, 2018**

**ATTACHMENT B**  
**Contractor's Proposal**

## **Performance Bond**



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

February 7, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of FY2018 Emergency Management Performance Grant  
between Clackamas County and the State of Oregon

<b>Purpose/Outcomes</b>	The Emergency Management Performance Grant (EMPG) agreement #18-503 will reimburse Clackamas County Disaster Management (CCDM) for up to 50% of pre-identified program costs.
<b>Dollar Amount and Fiscal Impact</b>	The grant agreement total value is \$175,015. The grant is a 50% federal share grant that will reimburse CCDM for up to fifty percent of salaries of six employees.
<b>Funding Source</b>	FY 2018 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
<b>Duration</b>	Effective July 1, 2018 and terminates on June 30, 2019
<b>Previous Board Action</b>	The Board approved the application for this grant on May 24, 2018, agenda item E.1.
<b>Strategic Plan Alignment</b>	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
<b>Contact Person</b>	Nancy Bush, Director – Disaster Management Department, 503-655-8665
<b>Contract No.</b>	Grant number 18-503

**BACKGROUND:**

County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The funds provided are for the development of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

County Counsel has approved the agreement as to form.

**RECOMMENDATION:**

Staff respectfully recommends Board approval of the EMPG grant agreement #18-503.

Respectfully submitted,

Nancy Bush, Director



**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT  
CFDA # 97.042  
CLACKAMAS COUNTY  
\$175,015  
Grant No: 18-503**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Clackamas County** hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

**1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2018** and ending, unless otherwise terminated or extended, on **June 30, 2019** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 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: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

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: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

- 3. Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$175,015** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2018 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
- 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 OEM by amendment pursuant to Section 11.d hereof.
- 5. Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

**a. Performance Reports.**

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2018 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

**b. Financial Reimbursement Reports.**

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

**6. Disbursement and Recovery of Grant Funds.**

- a. Disbursement Generally.** OEM 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 OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG.aspx>
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient'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. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

**c. Recovery of Grant Funds.** Any funds disbursed to Subrecipient 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 ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:

**a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient 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 Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient 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, (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 Subrecipient is a party or by which Subrecipient 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 Subrecipient of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, 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.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No 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. NIMS Compliance.** By accepting FY 2018 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at [http://www.oregon.gov/OEM/emresources/Plans\\_Assessments/Pages/NIMS.aspx](http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx)

The warranties set forth 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.** Subrecipient 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. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient 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 until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

  - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
  - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
  - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

## **9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance**

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law

(including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
  - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
  - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
  - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
  - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
  - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.

**c. Subagreement indemnity; insurance.** Subrecipient'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 OEM 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 Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor 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 Subrecipient's contractor if State elects to assume its own defense.

Subrecipient 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.

## 10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, 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 under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
  - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; 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.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

## 11. GENERAL PROVISIONS

- a. Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and

against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant 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.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subrecipient 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.
- f. No Third Party Beneficiaries.** OEM and Subrecipient 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.

Subrecipient 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 Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate 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. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery 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. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be



deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OEM (or any other agency or department of the State of Oregon) and Subrecipient 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 the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient 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, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers’ Compensation.** All employers, including Subrecipient, 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. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, 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. Subrecipient, 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.

**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.

SIGNATURE PAGE TO FOLLOW

**CLACKAMAS COUNTY**

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required for Subrecipient)

By \_\_\_\_\_  
Subrecipient’s Legal Counsel

Date \_\_\_\_\_

**Subrecipient Program Contact:**

Sarah Eckman  
Administrative Services Manager  
Clackamas County Disaster Management  
2200 Kaen Rd  
Oregon City, OR 97045  
503-650-3381  
sarahste@clackamas.us

**Subrecipient Fiscal Contact:**

Michael Morasko  
Senior Accountant  
Clackamas County  
2051 Kaen Rd  
Oregon City, OR 97045  
503-742-5435  
mmorasko@clackamas.us

**STATE OF OREGON**, acting by through its Oregon  
Military Department, Office of Emergency Management

By \_\_\_\_\_

Clint Fella  
Mitigation and Recovery Services Section Manager, OEM

Date \_\_\_\_\_

**APPROVAL FOR LEGAL SUFFICIENCY**

By Samuel B. Zeigler via email  
Senior Assistant Attorney General

Date November 15, 2018

**OEM Program Contact:**

Jim Jungling  
Program Coordinator, OEM  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-3552  
jim.jungling@state.or.us

**OEM Fiscal Contact:**

Jim Jungling  
Program Coordinator, OEM  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-3552  
jim.jungling@state.or.us

## EXHIBIT A

### Project Description and Budget

#### I. Project Description

The FY2018 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2018 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

#### II. Budget

Personnel Services - Nancy Busch	\$ 60,340
Personnel Services - Sarah Stegmuller-Eckman	\$ 58,338
Personnel Services - Nora Yotsov	\$ 58,338
Personnel Services - Jay Wilson	\$ 58,338
Personnel Services - Jamie Poole	\$ 58,338
Personnel Services - Jackie Nerski	\$ 56,338
General Office Supplies	\$ -
Other Supplies	\$ -
Rent	\$ -
Phone	\$ -
Other Utilities	\$ -
Contractual/Professional Services - Specify	\$ -
Maintenance Costs - Specify	\$ -
Travel/Vehicle Expenses/Mileage	\$ -
Training/Workshops/Conferences	\$ -
Cost Allocations/De Minimis	\$ -
Other - Specify	\$ -
<b>Total</b>	<b>\$ 350,030</b>

## EXHIBIT B

### Federal Requirements and Certifications

**I. General.** Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

### II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
    - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
    - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
  2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
  3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
  4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
  5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
  6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

**D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.**

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
  - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
  - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
  - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
  - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
  - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
  - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
- 2. Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
- 3. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

## **E. Environmental and Historic Preservation.**

1. Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
  - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
  - b. National Historic Preservation Act, 16 USC § 470 et seq.
  - c. Endangered Species Act, 16 USC § 1531 et seq.
  - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

**F. PROCUREMENT OF RECOVERED MATERIALS.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

**G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.



**Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

**R. Construction Contracts.**

1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

**S. Funding Agreements.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws.

**U. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**V. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.

**W. DHS Specific Acknowledgements and Assurances.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

**X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## EXHIBIT C

### Subagreement Insurance Requirements

#### GENERAL.

Subrecipient 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 OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient 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 Subrecipient permit work under a subagreement when Subrecipient 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 Subrecipient 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 OEM:

Bodily Injury, Death and Property Damage:

\$500,000 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 OEM:

**Bodily Injury, Death and Property Damage:**

\$500,000 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 OEM, 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 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 Subrecipient'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 OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM 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 Subrecipient 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.** Subrecipient 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.

**INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

**OEM ACCEPTANCE.** All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

## **Exhibit D**

### **Information required by 2 CFR 200.331(a)**

1. Federal Award Identification:
  - (i) Sub-recipient name (which must match registered name in DUNS): Clackamas County
  - (ii) Sub-recipient's DUNS number: 096992656
  - (iii) Federal Award Identification Number (FAIN): EMS-2018-EP-00005-S01
  - (iv) Federal Award Date: October 1, 2017
  - (v) Sub-award Period of Performance Start and End Date: From July 1, 2018 to June 30, 2019
  - (vi) Amount of Federal Funds Obligated by this Agreement: \$175,015
  - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \* \$175,015
  - (viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$175,015
  - (ix) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
  - (x)
    - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
    - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
    - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
  - (xi) CFDA Number and Name: 97.042, Emergency Management Performance Grants  
Amount: \$5,265,835
  - (xii) Is Award R&D? No
  - (xiii) Indirect cost rate for the Federal award: 11%
2. Subrecipient's indirect cost rate: 0%

\*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

February 7, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of FY19 State Homeland Security Grant Program  
Application to the State of Oregon for Six Projects

<b>Purpose/Outcomes</b>	Disaster Management requests approval to apply to the State of Oregon for the FY19 State Homeland Security Grant Program (SHSP). The State requires one collaborative application from each county. The Clackamas County application includes two Clackamas County projects as well as four projects for other stakeholder agencies.
<b>Dollar Amount and Fiscal Impact</b>	The total amount of the application is \$307,431. \$76,300 is requested by Disaster Management for two shelter trailers and shelf stable food for vulnerable communities in Clackamas County. The grant is a 100% federal share grant that will reimburse Clackamas County for all project costs. The remaining \$231,131 is for four projects that if awarded, will result in direct awards between the State and stakeholder agencies. These projects are: <ol style="list-style-type: none"> <li>1) \$44,600 – Continuity of Operations Plan for Clackamas Community College</li> <li>2) \$156,190 – 200kW Generator for Welches Middle School (Oregon Trail School District)</li> <li>3) \$23,200 – Hazardous Material/WMD Technician Training for Clackamas Fire District #1</li> <li>4) \$7,141 – Large Animal Rescue Equipment for Regional Disaster Preparedness Organization (RDPO) Animal Multi-Agency Coordination Group (MACG)</li> </ol>
<b>Funding Source</b>	FY 2019 State Homeland Security Grant Program via the State of Oregon Military Department, Office of Emergency Management
<b>Duration</b>	Estimated: October 1, 2019 through September 30, 2021.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Coordination and Integration of Planning and Preparedness</li> <li>2. Ensure Safe, Healthy and Secure Communities</li> </ol>
<b>Contact Person</b>	Nancy Bush, Director, 503-655-8665
<b>Contract No.</b>	Not applicable



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

**BACKGROUND:**

Each year, Clackamas County Disaster Management leads the development of the application for that fiscal year's State Homeland Security Grant Program. The projects are nominated and selected by the Homeland Security Task Force which is a group of Clackamas County public safety stakeholders. The funding provided in the grant awards allows the Disaster Management Department to maintain and enhance important emergency operations capabilities.

**RECOMMENDATION:**

Staff respectfully recommends Board approval of the FY19 SHSP grant application.

Respectfully submitted,

Nancy Bush, Director

# Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

## \*\* CONCEPTION \*\*

*Note: The processes outlined in this form are not applicable to disaster recovery grants.*

### Section I: Funding Opportunity Information - To be completed by Requester

Application for:  Subrecipient funds  Direct Grant  
Lead Department: Disaster Management Grant Renewal?  Yes  No

Name of Funding Opportunity: FY19 State Homeland Security Grant Program  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Sarah Eckman  
Requestor Contact Information: 503-650-3381; sarahste@clackamas.us  
Department Fiscal Representative: Michael Morasko, Clackamas County Finance  
Program Name or Number (please specify): \_\_\_\_\_  
Brief Description of Project:

The total amount of the application is \$307,431. \$76,300 is requested by Disaster Management for two shelter trailers and shelf stable food for vulnerable communities in Clackamas County. The grant is a 100% federal share grant that will reimburse Clackamas County for all project costs. The remaining \$231,131 is for four projects that if awarded, will result in direct awards between the State and stakeholder agencies. These projects are:

- 1) \$44,600 – Continuity of Operations Plan for Clackamas Community College
- 2) \$156,190 – 200kW Generator for Welches Middle School (Oregon Trail School District)
- 3) \$23,200 – Hazardous Material/WMD Technician Training for Clackamas Fire District #1
- 4) \$7,141 – Large Animal Rescue Equipment for Regional Disaster Preparedness Organization (RDPO) Animal Multi-Agency Coordination Group (MACG)

Name of Funding (Granting) Agency: Oregon Emergency Management

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.oregon.gov/OEM/emresources/Grants/Pages/HSGP.aspx>

**OR**

Application Packet Attached:  Yes  No

Completed By: \_\_\_\_\_ Date \_\_\_\_\_

## \*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\*

### Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: \_\_\_\_\_  
CFDA(s), if applicable: \_\_\_\_\_  
Announcement Date: 11/28/2018 Announcement/Oppc IB 105  
Grant Category/Title: Homeland Security Max Award Value: None  
Allows Indirect/Rate: N/A Match Requirement: 0  
Application Deadline: 02/08/2019 Other Deadlines: \_\_\_\_\_  
Grant Start Date: 10/01/2019 Other Deadline Description: \_\_\_\_\_  
Grant End Date: 09/30/2021  
Completed By: Sarah Stegmuller Eckman  
Pre-Application Meeting Schedule: \_\_\_\_\_



**Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff**

**Mission/Purpose:**

1. How does the grant support the Department's Mission/Purpose/Goals?

Provides a mechanism to request funds for disaster related planning, training, equipment and exercise projects

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

N/A

3. What, if any, are the community partners who might be better suited to perform this work?

None

4. What are the objectives of this grant? How will we meet these objectives?

Provide funding to units of government desiring to complete projects under the investment justifications of planning, communications, CBRNE Detection and Response, Law Enforcement Terrorism Prevention, Community Preparedness, Emergency Operation Centers and Mass Care and Mass Casualty.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

No.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Yes, Disaster Management staff are required. They will coordinate projects with public safety stakeholders as needed.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Yes, Disaster Management will partners with members of the Homeland Security Task Force to accomplish work completed under grant projects. The Task Force is the group that vets the projects for this grant and the members are committed to seeing them through.

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

It is not a pilot project.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

Funding does not create a new program.

**Collaboration**

1. List County departments that will collaborate on this award, if any.

Disaster Management

**Reporting Requirements**

1. What are the program reporting requirements for this grant?

Quarterly performance reports.

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Grant performance is evaluated by the project manager overseeing each project. They are required to submit the quarterly reports, amend the project timeline as needed. Etc.

3. What are the fiscal reporting requirements for this grant?

Quarterly requests for reimbursement to the State of Oregon.

**Fiscal**

1. Will we realize more benefit than this grant will cost to administer?

Yes

2. What other revenue sources are required? Have they already been secured?

None

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

No match, this is a 100% grant.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

One time funding. Ongoing program funding will not be needed.

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Indirect costs are allowable; however, none will be used on this grant.

Program Approval:

Sarah Stegmuller Eckman

01/30/2019

Name (Typed/Printed)

Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR\*\***

**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Nancy Bush	01/30/2019	
Name (Typed/Printed)	Date	Signature

**IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.**

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. All grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:  Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.**

**Department: keep original with your grant file.**



Capt. Jenna Morrison  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
 1024 MAIN STREET • OREGON CITY • OREGON • 97045  
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

February 7, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Clackamas Indigent Defense Corporation for Pretrial and Early Resolution Docket

<b>Purpose/Outcome</b>	This Agreement will provide funding through Justice Reinvestment for client-focused legal representation.
<b>Dollar Amount and Fiscal Impact</b>	The Agreement value is \$150,000.
<b>Funding Source</b>	State of Oregon Criminal Justice Commission.
<b>Duration</b>	Effective upon full execution and terminates December 31, 2019.
<b>Previous Board Action/Review</b>	No prior action.
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Community Corrections has received Justice Reinvestment funds to further the Criminal Justice Commission’s goal of reducing prison population, avert future prison construction, reduce recidivism and increase public safety. We are working with the Court, District Attorney’s Office, and Defense Counsel in the development of an Early Resolution Docket and Pretrial Program. The major goals of these programs are to reduce forced releases, maximize appropriate releases, maximize Court appearances, maximize public safety, and to provide accountability to pretrial releases. These coordinated programs are important components for developing case resolution options that divert offenders from prison and maintain public safety. This agreement is to help fund client-focused, high quality legal defense for each unrepresented client.

This grant was awarded in December 2017 with funds received in January 2018. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2017 and ending on December 31, 2019.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement No. JR-17-003 between Clackamas County and Clackamas Indigent Defense Corporation.

Respectfully submitted,

Capt. Malcolm McDonald  
Director, Community Corrections

**CLACKAMAS COUNTY, OREGON**  
**LOCAL SUBRECIPIENT GRANT AGREEMENT JR-17-003-05**

Program Name: *Clackamas Indigent Defense Corporation*  
 Program/Project Number: **06222-05**

This Agreement is between Clackamas County, Oregon, acting by and through its  
 Department of Community Corrections  
 and Clackamas Indigent Defense Corporation, an Oregon Non-profit Organization.

**COUNTY Data**

Grant Accountant: <i>Nora Jones</i>	Program Manager: <i>Nora Jones</i>
Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us	Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 norajon@clackamas.us

**SUBRECIPIENT Data**

Finance/Fiscal Representative: <i>Bruce Tarbox</i>	Program Representative: <i>Bruce Tarbox</i>
Clackamas Indigent Defense Corporation 707 Main Street, Suite 401 Oregon City, OR 97045 503-557-1104 brucetarbox@me.com	Clackamas Indigent Defense Corporation 707 Main Street, Suite 401 Oregon City, OR 97045 503-557-1104 brucetarbox@me.com
FEIN: 93-0895133	

**RECITALS**

1. Clackamas County has a goal to reduce the prison population and avert future prison construction, reduce recidivism through evidence-based practices and data-driven research, increase public safety through collaboration, and increase offender accountability. Community Corrections, the Jail, the Court, the District Attorney's Office, and members of the Defense Counsel, are working together to achieve that goal by developing an Early Resolution Docket and Pretrial Program. The major goals of these programs are to reduce forced releases, maximize appropriate releases, maximize Court appearances, maximize public safety, and to provide accountability to pretrial releases. Other goals include ensuring that highest risk offenders either remain in custody or receive custodial interventions. The structure and coordinated services developed through a pretrial program are important components for developing case resolution options that divert offenders from prison and maintain public safety.
2. Community Corrections has received funds for defense counsel from the Criminal Justice Commission, Justice Reinvestment Grant.
3. Clackamas Indigent Defense Corporation ("SUBRECIPIENT") is a State contracted consortium of independent lawyers dedicated to the common goal of providing high quality defense for the accused in Clackamas County, Oregon. SUBRECIPIENT's attorneys regularly appear in Clackamas County and have strong working relationships with the local Bench and District

Attorney's Office. SUBRECIPIENT will address COUNTY's goals under this project by ensuring that a defense attorney is present at arraignments for pretrial and early resolution purposes.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **January 1, 2019** and not later than **December 31, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements in OAR 213-060-0010 to OAR 213-060-0140, the authorizing statute for the state of Oregon's Justice Reinvestment Program.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **Criminal Justice Commission Justice Reinvestment Grant Program #JR-17-003** issued to the COUNTY by the State of Oregon, Criminal Justice Commission ("CJC"). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$150,000**.
5. **Disbursements.** Per the written instructions of CJC, disbursements will be made in a single lump sum after receiving an invoice from SUBRECIPIENT.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
  - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with COUNTY's grant award #JR-17-003.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. All reports to COUNTY must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
  - h) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
  - i) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Criminal Justice Commission, the State of Oregon, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.
  - j) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (December 31, 2019), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- k) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

**11. Compliance with Applicable Laws**

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at [http://www.oregon.gov/cjc/grants/Documents/2015\\_CJC\\_Grants\\_Management\\_Handbook.pdf](http://www.oregon.gov/cjc/grants/Documents/2015_CJC_Grants_Management_Handbook.pdf) and incorporated herein by reference.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

**12. State Procurement Standards**

- a) County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), and all applicable provisions of the Oregon Public Contracting Code and rules, which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies



- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

### 13. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000 for bodily injury and property damage.
  - 3) **Professional Liability.** SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not

less than \$2,000,000 per occurrence and an annual aggregate of not less than \$4,000,000 for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **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). If SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000 each accident.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability and Workers' Compensation, shall include "Clackamas County, its agents, officers, and employees and the State of Oregon, CJC, and their officers, employees and agents" as additional insureds, but only with respect to SUBRECIPIENT's activities under this agreement.
  - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30-day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 8) **Certificates of Insurance** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.

- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY, OREGON

CLACKAMAS INDIGENT DEFENSE CORPORATION

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humbertson  
Commissioner: Paul Savas  
Commisloner: Martha Schrader

Signing on Behalf of the Board,

By: \_\_\_\_\_  
Chair or Designee

By: Bruce Tarbox  
Bruce Tarbox, Administrator


Dated: \_\_\_\_\_

Dated: 31 December 2018

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By:  \_\_\_\_\_  
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting

## EXHIBIT A

### STATEMENT OF PROGRAM OBJECTIVES

#### GOAL

SUBRECIPIENT's goal is to deliver client-focused legal representation on pre-trial release matters at in-custody arraignments and on the Early Resolution Docket. Representation shall be in accordance with Oregon Public Defense Services *Best Practices for Oregon Public Defense Providers*. The paramount purpose is to provide zealous, high quality representation for each client.

#### OBJECTIVES

1. Review all Pre-Trial Release Office Reports in advance of in-custody arraignments and provide effective representation (in compliance with State and Federal Constitutional standards) to all clients at in-custody arraignment to include zealous advocacy in support of pre-trial release.
2. Provide timely and effective representation to client's on the Early Resolution Docket.
3. Provide administrative support to CIDC attorneys through attendance at Pre-Trial Release Committee meetings, training of attorneys and staff thru Continuing Legal Education regarding Pre-Trial Release and Early Resolution Docket standards and practices, staffing and monitoring the arraignment and Early Resolution Dockets.

#### ACTIVITIES

1. SUBRECIPIENT will staff all Pre-Trial Release Committee meetings with an administrator and communicate with all stakeholders.
2. SUBRECIPIENT will screen assign all Pre-Trial Release and Early Resolution Docket matters, assign them to a SUBRECIPIENT member attorney, and provide administrative oversight.
3. SUBRECIPIENT will provide relevant Continuing Legal Education to CIDC member attorneys and staff regarding Pre-Trial Release and Early Resolution Docket standards and practices.
4. SUBRECIPIENT will provide legal representation to all unrepresented clients on the Early Resolution Docket.
5. SUBRECIPIENT will provide legal representation to all unrepresented clients on the in-custody arraignment docket regarding pre-trial release.

**EXHIBIT B  
 PROGRAM BUDGET**

<b>Personnel</b>	
Defense Attorney – Early Resolution 20 hrs/wk @ \$2,200 per week	\$ 114,400.00
Pretrial Release 7.5 hrs/wk @ \$300 per week	15,600.00
<b>Total Personnel Services</b>	\$ 130,000.00
<b>Administration</b>	
Administrative activities: pretrial release committee meetings, educational and advisory services to attorneys, processing and tracking of CIDC paperwork. \$385/week	\$ 20,000.00
<b>Total Programmatic Costs</b>	\$ 150,000.00
<b>Total Grant Costs</b>	\$ 150,000.00

**EXHIBIT C**  
**PERFORMANCE REPORTING**

**PERFORMANCE REPORTING SCHEDULE**

SUBRECIPIENT shall submit **quarterly** performance reporting as follows:

April 15, 2019  
July 15, 2019  
October 15, 2019  
January 15, 2020

**PERFORMANCE REPORTING REQUIREMENTS**

SUBRECIPIENT will collect data to inform service delivery, performance measures and ensure project compliance. Reports to include number of Early Resolution Docket and Pretrial Release clients served, Defense Attorney hours billed, and Administrative activities performed.