

AGENDA

Thursday, June 15, 2017 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2017-59

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution No. 1920 Approving the Housing Authority of Clackamas County Fiscal Year 2017/2018 Budget
2. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of the Fiscal Year 2017

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. Second Reading of Ordinance No. 05-2017 Amending Chapter 8.02, Transient Room Tax of the Clackamas County Code and Declaring an Emergency (Stephen Madkour, County Counsel) *First reading was 4-13-17*

IV. PUBLIC DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

Tourism & Cultural Affairs

1. Approval of the Tourism Master Plan 2017 – 2022 Strategic Priorities (Danielle Cowan, Director Tourism & Cultural Affairs)

County Counsel

2. Board Order No. _____ for the Molalla Aquatic District (Chris Storey, Assistant County Counsel)

V. 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 an Intergovernmental Agreement with Oregon Dept. of Transportation Rail & Public Transit Division for Operations for the Mt. Hood Express Bus Service – *Social Services*
2. Approval of an Agreement with Oregon Department of Transportation Rail and Public Transit Division for 5310 Enhanced Mobility Funds for Preventative Maintenance Funding for the Mt. Hood Express and Purchased Service for Boring Residents – *Social Services*

B. Community Corrections

1. Approval of Contract Amendment No. 9 and Renewal No. 4 with Bridges to Change Inc. for Transitional Housing and Mentoring Services for Community Corrections Clients - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Amendment to Intergovernmental Agreement No. 147911 with the State of Oregon Department of Human Services and the District Attorney's Office Relating to Juvenile Dependency Cases – *District Attorney*
3. Approval of an Amendment to Intergovernmental Agreement No. 148537 with the State of Oregon Department of Human Services and the District Attorney's Office Relating to Child Welfare Dependence Cases – *District Attorney*

D. Disaster Management

1. Approval to Apply for Fiscal Year 2017 Emergency Management Performance Grant with the State of Oregon

E. County Counsel

1. Approval of the Designation of Newspaper for the 2017 Property Tax Foreclosure Publication

VI. DEVELOPMENT AGENCY

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Design of the Clackamas Regional Center Mobility Improvement Project - *Procurement*

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

June 15, 2017

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Resolution 1920 Approving the Housing Authority of Clackamas County
FY 2017/2018 Budget

Purpose/Outcomes	Approval of the Housing Authority 2017-2018 budget, and approval to submit to the U.S. Department of Housing and Urban Development
Dollar Amount and Fiscal Impact	\$20,348,617
Funding Source	U.S. Department of Housing and Urban Development
Safety Impact	N/A
Duration	July 1st 2017- June 30th 2018
Previous Board Action	The previous Fiscal Year Housing Authority Budget was approved on June 16th, 2016 by the Housing Authority Board of Directors.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins- Executive Director, Housing Authority 503-655-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of its FY 2017/2018 Agency-Wide Budget and approval of Resolution 1920 which allows the Housing Authority to submit its budget to the U.S. Department of Housing and Urban Development.

As required by the U.S. Department of Housing and Urban Development (HUD), the Low Rent Public Housing budget is allocated by project. HACC has a total of five Public Housing projects. HUD requires that the Public Housing Budget have its own Board Resolution and Board certification.

The HACC 2017/2018 Agency-Wide budget meets the requirements set forth in HUD's Financial Management Handbook for Public Housing Authorities. The Budget is organized by HACC's five functions:

- Low Rent Public Housing (referred to as LRPH in the budget document)
- Local Projects (affordable and special needs housing, not including low rent Public Housing)
- Section 8 Housing Choice Voucher Program (referred as Vouchers in the budget document)
- Central Office (Administration)
- Programmatic Grants (referred to as Grants in the budget document)

Total expenditures are estimated to be \$20,348,617. The total operating deficit for this year is projected to be <\$727,383>. Of this deficit, <\$304,641> is Public Housing loss which will be covered by the Public Housing Reserve account. Vouchers, Local Projects, Central Office (Administration) and Development show a combined deficit of <\$422,742>. These losses are offset by \$350,000 generated by Easton Ridge Development Fees. The balance <\$72,742> will come from HACC Local Project Reserves.

RECOMENDATION:

HACC recommends the approval of both Resolution 1920 adopting HACC's 2017/2018 Public Housing Budget; and the Agency-wide 2017/2018 Budget. Furthermore, HACC recommends approval for the Chair to sign HUD form 52574, Public Housing Authority Board Resolution Approving Operating Budget.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Approving the Housing
Authority's 2017-2018 public Housing
Operating Budget by Project

RESOLUTION NO. 1920

WHEREAS, the Housing Authority Board of Commissioners has reviewed the Public Housing Operating Budget by Project for Fiscal Year ending June 30, 2018 and

WHEREAS, they certify that all regulatory and statutory requirements have been met and that the Housing Authority has sufficient operating reserves to meet the working capital needs of its developments, that the budget expenditures are necessary in the efficient and economical operation of its housing for the purposes of serving low-income residents, and

WHEREAS, the budget indicates a source of funds adequate to cover all proposed expenditures, and

WHEREAS, the calculation of eligibility for federal funding is in accordance with the provisions of the regulations and that all proposed rental charges and expenditures will be consistent with provisions of the law, and

WHEREAS, the Housing Authority will comply with the wage requirements under 24 CFR 968.11 (e) or (f) or 24 CFR 905.120 (c) and (d), and

WHEREAS, the Housing Authority will comply with requirements for the reexamination of family income and composition,

NOW THEREFORE, BE IT RESOLVED that the Housing Authority of Clackamas County, Oregon Public Housing Operating Budget by Project is hereby approved for submittal to the U.S. Department of Housing and Urban Development.

DATED this 15th day of June, 2017

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of Clackamas County PHA Code: OR001

PHA Fiscal Year Beginning: 7/1/2017 Board Resolution Number: 1920

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

	<u>DATE</u>
<input checked="" type="checkbox"/> Operating Budget approved by Board resolution on:	06/15/2017
<input checked="" type="checkbox"/> Operating Budget submitted to HUD, if applicable, on:	06/22/2017
<input type="checkbox"/> Operating Budget revision approved by Board resolution on:	
<input type="checkbox"/> Operating Budget revision submitted to HUD, if applicable, on:	

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Jim Bernard	Signature:	Date:
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Description of Fund

The Housing Authority provides affordable and safe housing to low income residents by owning and managing a portfolio of about 900 units, and by administering the Housing Choice Voucher program (1,651 vouchers).

Many clients are elderly or disabled, or former victims of domestic violence who are now single women-head of household with children. There are six (6) budget activities: Low Rent Public Housing (operation of 545 public housing units); Housing Choice Vouchers (administration of the voucher program and pass through rent assistance); Local Projects (operation of 355 other affordable and special needs housing units); Central Office (administration and finance); Housing Development (creating new housing or preserving existing units); and Grants (Capital Fund and Resident Self-Sufficiency).

Revenue Summary

Ninety-seven (97%) of revenues are Federal funds, allocation from Congress through the U.S. Department of Housing and Urban Development (HUD) in the following form: Public Housing Operating Subsidy for the operations of public housing; Capital Fund Grant for major physical repairs of public housing; Voucher Admin Fee for the administration of the voucher program; Housing Assistance Payment for pass through rent assistance to landlords; and Grants for Family Self-Sufficiency and Resident Services. The total amount is \$19,621,234. While this is a 0.10% increase over last year's budget the majority of the increase is from projected revenues generated from the development of the Rosewood Terrace Apartments. Without these funds the Housing Authority would be looking at a <3.22%> decrease. This is a reflection of HUD's continued cuts in Public Housing support.

Of that total, other non-federal earned revenue includes: Local Projects housing portfolio totaling \$643,707 (including \$90,960 of county contribution).

Expenditure Summary

Total expenditures are estimated to be \$20,348,617. The total operating deficit for this year is projected to be <\$727,383>. Of this deficit, <\$304,641> is Public Housing loss which will be covered by the Public Housing Reserve account. Vouchers, Local Projects, Central Office (Administration) and Development show a combined deficit of <\$422,742>. These losses are offset by \$350,000 generated by Easton Ridge Development Fees. The balance <\$72,742> will come from HACC Local Project Reserves.

We continue to work diligently to identify and implement opportunities to reduce program delivery costs and streamline operations in program areas where expenditures exceed revenue.

Significant Issues & Changes

HUD funding dramatically impacts HACC's budget. An example is the Voucher Program which continues to receive from HUD a proration between 70% and 80% of allowable administrative fees. HACC has reduced Voucher frontline FTE's in past budgets in response to these cuts. This has resulted in an increased workload of about 120% of the industry standard for Section 8 administration. The Capital Fund for public housing physical repairs has been reduced from past levels.

Ongoing development fees for Easton Ridge are expected to be in the range of \$250,000 – \$350,000 annually.

The most significant change to the HACC budget is the addition of Development revenue. As part of the construction of the Rosewood Terrace Apartments its development budget includes \$100,000 to cover HACC Financial Consultant Service expenses, \$100,000 for HACC Legal expenses and \$450,000 to be paid to HACC as the Revenue Bond Issuer.

Low Rent Public Housing (LRPH)

Three Property Managers are responsible for management of 545 units of federally subsidized public housing in five Asset Management Property groupings plus 66 units of self-manage local projects. Each property manager is responsible for a portfolio of housing ranging from 200 to 211 units. To support the operations of the housing, each Property Manager has a staff of maintenance personnel and an administrative support position. Staff performs wait list

management, unit leasing of new residents, grounds and unit maintenance, oversight of landlord/tenant issues, provision of resident services, and annual recertification of resident income per HUD guidelines to establish housing eligibility.

Voucher Program

The Voucher staff oversees the issuance of 1,651 rent subsidy vouchers for eligible clients to use in the rental of housing from private landlords who participate in the voucher program. To support this activity, staff manages waiting list and preferences, performs on-site rental inspections to meet housing quality requirements, issues vouchers to clients once eligibility requirements are met, responds to landlord/client issues, and annually recertifies each resident's income per HUD guidelines to establish housing eligibility.

Local Projects

Local Projects includes HACC owned housing units that are self-managed or third-party managed that are not part of the Public Housing portfolio. Third-party managed units include Arbor Terrace in Molalla and Easton Ridge in Clackamas, managed by M.L.K. Property Management and Quantum Property Management, respectively. Self-managed units include 11 units of family affordable housing and 55 units of special needs housing either managed by HACC or leased to the County or to a third-party service provider.

Resident Services

Resident Services programs promote the development of local strategies to assess the needs of Public Housing and Section 8 residents and then coordinate available resources in the community to meet those needs.

These services enable participating families to increase earned income, reduce or eliminate the need for welfare assistance, and make progress toward achieving economic independence and housing self-sufficiency. For elderly or disabled residents, the program helps improve living conditions and enable residents to age-in-place. For low-income families the program provides opportunities for education, job training, counseling and other forms of social service assistance.

HACC received HUD grants for Resident Services in both major programs. In Public Housing this is the Resident Opportunities and Self Sufficiency (ROSS) Grant Program. In Section 8, it's the Family Self-Sufficiency (FSS) Program. The total budget for both grants is \$344,286.

Development

The Development Coordinator is responsible for overseeing all of the development activities that involve HACC funding or impact HACC properties. This includes project managing all new developments, and facilitating the planning and pre-development meetings associated with the potential sale and/or redevelopment of HACC Public Housing properties.

Central Office

The Central Office oversees the administrative operations of the agency. Functions include the Executive Director who provides general oversight; the Housing Asset Manager, who oversees LRP, Local Project, and Tax Credit property, the Finance Manager who oversees HACC's finances and financial reporting requirements, and the Administrative Services Supervisor who oversees office staff and is responsible for administering special HACC projects and activities.

Grants

Grants are focused primarily in two areas. First, HUD provides an annual Low Rent Public Housing Capital Fund grant for the renovation and modernization of public housing. Second, HUD provides two grants for supportive housing, a Shelter Plus Care grant for disabled homeless and a grant for domestic violence homeless transitional housing at Janssen Road Apartments.

Housing Authority of Clackamas County
 All Programs Budget
 Fiscal Year 2017/2018

	Low Rent Public Housing	Vouchers	Local Projects	Central Office	Development	Grants	FY18 Total	FY 2017 6/30/2017 Budget	FY 2016 6/30/2016 Budget	\$ Change from Prior Year Budget	% Change from Prior Year Budget
INCOME:											
Dwelling rent	1,385,438		511,458				1,896,896	1,837,557	1,721,411	59,339	3.23%
Vacancy loss (3%)	(55,940)		(2,200)				(58,140)	(51,464)	(50,455)	(6,676)	12.97%
Other tenant income	121,073	5,000	2,530				128,603	130,151	113,303	(1,549)	-1.19%
Operating subsidy	1,902,752	1,007,681		160,036			3,209,044	3,227,915	3,091,882	61,129	1.89%
Housing assistance payments		11,826,842				218,575	12,214,586	12,764,281	11,987,646	(549,695)	-4.31%
Mgmt fees				453,708			453,708	431,738	437,066	21,970	5.09%
Interest income	4,295	-	19,000	-			23,295	28,980	29,087	(5,686)	-19.62%
County contribution			90,960				90,960	90,960	90,960	-	0.00%
Grant revenue	173,500	92,700				622,223	888,423	1,106,000	970,000	(217,577)	-19.67%
Other/Ankind	16,152		21,960	-	650,000	5,750	693,862	36,070	41,292	657,792	1823.65%
TOTAL REVENUE	3,547,269	12,932,223	643,707	613,744	650,000	1,234,292	19,621,234	19,602,188	18,432,192	19,046	0.10%
ADMINISTRATIVE EXPENSE:											
Salaries	453,342	643,865	60,451	407,600	127,360	8,401	1,701,018	1,590,682	1,464,533	110,336	6.94%
Employee benefits	256,652	407,221	27,929	233,200	77,609	5,063	1,007,673	886,518	826,798	121,155	13.67%
Legal fees	21,079	2,250	1,067	500	5,000		29,896	30,602	30,001	(706)	-2.31%
Staff training/travel	5,750	4,250	185	7,500	5,000	-	22,685	18,217	11,001	4,468	24.53%
Auditing fees	22,170	13,433	1,185	7,112	500		44,400	48,957	48,000	(4,557)	-9.31%
Other administrative expenses (2)	188,788	214,389	112,204	221,277	486,400	-	1,223,059	726,335	560,000	496,724	68.39%
Management fee expense	453,708	-	-	-	-	-	453,708	361,153	431,881	92,555	25.63%
TOTAL ADMINISTRATIVE	1,401,489	1,285,408	203,022	877,189	701,868	13,464	4,482,439	3,662,464	3,372,214	819,975.43	22.39%
TENANT SERVICES:											
Salaries	9,518	52,027				46,471	108,016	106,939	155,364	1,077	1.01%
Benefits	6,501	36,818				31,741	75,060	68,580	80,144	6,480	9.45%
Other	31,000	-				-	31,000	150,738	70,648	(119,738)	-79.43%
TOTAL TENANT SERVICES	47,019	88,845	0	0	0	78,212	214,076	326,257	306,156	(112,181)	-34.38%
UTILITIES:											
Water	164,345		6,842			502	171,689	160,994	157,840	10,695	6.64%
Sewer	388,365		23,622			1,183	413,170	354,952	348,000	58,218	16.40%
Electricity	102,698		9,544	6,450		398	119,090	127,922	125,414	(8,832)	-6.90%
Gas	31,975		-	1,896		-	33,871	44,965	44,083	(11,094)	-24.67%
TOTAL UTILITIES	687,383	0	40,008	8,346	0	2,083	737,820	688,833	675,337	48,987	7.11%

Housing Authority of Clackamas County
 All Programs Budget
 Fiscal Year 2017/2018

	Low Rent Public Housing	Vouchers	Local Projects	Central Office	Development	Grants	FY18 Total	FY 2017 6/30/2017 Budget	FY 2016 6/30/2016 Budget	\$ Change from Prior Year Budget	% Change from Prior Year Budget
Estimated unrestricted cash at 6/30/18											
Public Housing	1,646,838										
	<u>(304,641)</u>										
	<u>1,342,197</u>										
Local Project Funds	2,373,731										
	<u>(72,742)</u>										
	<u>2,300,989</u>										
Estimated restricted cash at 6/30/18											
BB PH Disposition Funds	2,232,691										
Pedcor Dispo Loan	<u>(1,100,000)</u>										
Ending Balance PH Disposition Funds	<u>1,132,691</u>										
Total Personnel Services	1,808,117	1,139,930	151,513	640,800	204,968	91,676	4,037,004				

Housing Authority of Clackamas County
Public Housing Budget

	Clackamas Heights (501)	Scattered Sites (502)	Hillside Park (503)	OCVM (504)	Hillside Manor (505)	Public Housing FY18 Total
INCOME:						
Dwelling rent	220,748	517,568	237,549	111,233	298,341	1,385,438
Vacancy loss (3%)	(20,340)	(15,000)	(6,600)	(4,500)	(9,500)	(55,940)
Other tenant income	17,805	35,184	18,323	30,341	19,421	121,073
Operating subsidy	370,980	528,231	317,676	409,394	276,471	1,902,752
Interest income	326	2,492	758	231	489	4,295
Grant revenue	31,835	46,160	31,835	31,835	31,835	173,500
Other/Inkind	-	-	-	-	16,152	16,152
TOTAL REVENUE	621,353	1,114,634	599,540	578,533	633,209	3,547,269
ADMINISTRATIVE EXPENSE:						
Salaries	82,794	123,657	82,013	82,865	82,013	453,342
Employee benefits	47,260	66,668	47,705	47,314	47,705	256,652
Legal fees	3,000	5,500	1,923	5,655	5,001	21,079
Staff training/travel	1,250	1,500	1,000	1,000	1,000	5,750
Auditing fees	4,171	6,541	3,644	4,171	3,644	22,170
Other administrative expenses (2)	32,643	52,830	28,629	37,109	37,579	188,788
Management fee expense	83,112	120,372	84,600	80,904	84,720	453,708
TOTAL ADMINISTRATIVE	254,228	377,068	249,513	259,018	261,661	1,401,489
TENANT SERVICES:						
Salaries	1,752	2,508	1,752	1,752	1,752	9,518
Benefits	1,197	1,713	1,197	1,197	1,197	6,501
Other	10,000	4,500	6,000	5,000	5,500	31,000
TOTAL TENANT SERVICES	12,949	8,722	8,949	7,949	8,449	47,019
UTILITIES:						
Water	32,000	57,664	21,499	36,643	16,539	164,345
Sewer	91,980	91,024	56,447	96,802	52,113	388,365
Electricity	14,000	4,544	6,906	8,100	69,148	102,698
Gas	1,517	2,364	918	834	26,342	31,975
TOTAL UTILITIES	139,497	155,595	85,769	142,379	164,142	687,383
MAINTENANCE:						
Labor	120,963	216,844	97,526	120,963	93,590	649,886
Benefits	72,294	159,923	66,156	72,294	61,551	432,217
Materials	18,000	73,899	14,110	20,303	16,875	143,187
Garbage contracts	34,702	53,921	28,181	30,352	7,442	154,597
Other contracts	36,150	87,825	16,494	13,956	29,805	184,230
TOTAL MAINTENANCE	282,109	592,411	222,468	209,264	209,264	1,564,119
GENERAL EXPENSES:						
Insurance	14,900	23,000	12,300	15,700	14,500	80,400
Payment in Lieu of Taxes	7,500	32,000	13,500	4,500	14,000	71,500
TOTAL GENERAL EXPENSES	22,400	55,000	25,800	20,200	28,500	151,900
OTHER EXPENSES:						
TOTAL OTHER EXPENSES	-	-	-	-	-	-
TOTAL EXPENSES	711,183	1,188,796	592,500	429,547	672,017	3,851,909
OPERATING SURPLUS (DEFICIT)	(89,830)	(74,162)	7,040	148,986	(38,808)	(304,641)

June 15, 2017

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Fourth Quarter of Fiscal Year 2017

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2017.
Dollar Amount and Fiscal Impact	\$13,940.91 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	(April 1, 2017 – June 30, 2017)
Previous Board Action	First, second and third quarter collection losses were approved by the Housing Authority Board of Commissioners.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2017 (April 1, 2017 – June 30, 2017). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the fourth quarter of fiscal year 2017 will be \$13,940.91 for Low Rent Public Housing. Of the total fourth quarter write offs, \$569.98 was for uncollected rents and \$13,370.93 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the fourth quarter of fiscal year 2017 will be \$13,940.91.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

LRPH

Collection Loss for the period of

4/1/2017


to

6-30-2017

Fourth Quarter of Fiscal Year 2017

Unit #	SS #	Name	Rent	Sundry	Total
			-	733.65	\$ 733.65
			-	1,999.04	\$ 1,999.04
			265.80	1,222.98	\$ 1,488.78
			80.08	181.90	\$ 261.98
			(1.12)	590.86	\$ 589.74
			24.96	1,520.00	\$ 1,544.96
			(38.14)	256.00	\$ 217.86
			238.40	6,866.50	\$ 7,104.90
					\$ -
					\$ -
Total Write-off			569.98	13,370.93	13,940.91


Accounting Specialist 1 - Betty McKee


Deputy Director of Finance - Jason Kirkpatrick


Executive Director - Chuck Robbins



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

June 15, 2017

Stephen L. Madkour
 County Counsel

Board of County Commissioners
 Clackamas County

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

Members of the Board:

Second Reading of Ordinance No. 05-2017 Amending Chapter 8.02,
 Transient Room Tax, of the
Clackamas County Code and Declaring an Emergency

Purpose/Outcomes	Conduct public hearing and first reading by title only of proposed amendments to County Code
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent until amended
Previous Board Action	The Board was presented with the amendments at its March 14, 2017 policy session. First reading took place on April 13, 2017 and the second reading was scheduled for May 4, but was set over until June 15.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Stephen L. Madkour, County Counsel
Contract No.	Not Applicable

BACKGROUND:

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

The Code Update Committee has approved the following changes to the County Code for the Board's consideration:

1. *Chapter 8.02 – Transient Room Tax.* The amendment to Chapter 8.02 includes changing the title of Chapter 8.02 to Transient Lodging Tax, changing definitions, and exceptions. Since the first reading to the Board, staff have made some revisions to the proposed amendments.

The primary purpose of the amendment is to apply the Code to capture tax revenues from the emerging rental market involving short-term rentals of private homes. The Code currently exempts from the tax the incidental use of private or vacation homes as rentals. With the increasing popularity of platforms such as Vacasa, VRBO, HomeAway, Airbnb, it is necessary to amend the Code to capture the lost tax revenues derived from these short-term rentals. The primary change includes the definition of “Intermediary” as a “person or entity other than the operator that facilitates the rental of transient lodging.” The amendments also conform the Code to existing state law by clarifying that recreational vehicles and tent sites are included under the definition of transient lodging.

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

RECOMMENDATION:

Staff recommends the Board conduct a public hearing and second reading by title only, adopt the proposed Ordinance No. 05-2017 and declare an emergency for amendments to Chapter 8 of the Code.

Respectfully submitted,



Stephen L. Madkour
County Counsel

Attachments

ORDINANCE NO. 05-2017

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

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

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

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

Section 2: Emergency Clause

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

ADOPTED this _____ day of June 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 8.02

8.02 TRANSIENT ROOM-LODGING TAX

8.02.010 Definitions

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

- A. ACCRUAL ACCOUNTING means the operator or intermediary enters the rent due from a transient on the his records when the rent is earned, whether or not it is paid.
- B. BOARD means the Clackamas County Board of Commissioners.
- C. CASH ACCOUNTING means the operator or intermediary ~~does not enter~~ the rent due from a transient on ~~its~~the his records ~~when~~until~~the~~ rent is paid.
- D. COUNTY means Clackamas County.
- ~~D.E.~~ INTERMEDIARY means a person or entity other than an operator that facilitates the rental of transient lodging.
- ~~E.F.~~ HOTEL-TRANSIENT LODGING means any structure, or any portion of any structure, which is occupied or intended or designed for transient occupancy, for temporary overnight human occupancy, thirty (30) days or less, for dwelling, lodging, or sleeping purposes. This includes, but is not limited to, any hotel, motel, inn, bed and breakfast, space in mobile home or trailer parks, spaces used for parking recreational vehicles or erecting tents during periods of human occupancy, tourist home, private home, vacation home, condominium, hostel, studio hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, or similar structure or portions thereof so occupied.
- ~~F.G.~~ OCCUPANCY means the use or possession, or the right to the use or possession, for lodging or sleeping purposes, of any room or rooms in transient lodging, a hotel, or space in a mobile home, or trailer park, or portion thereof.
- ~~G.H.~~ OPERATOR means the person who is proprietor of the transient lodging hotel in any capacity. Where the operator performs ~~its~~his functions through a managing agent, owner, or intermediary of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as his principal. Compliance with the provisions of this chapter, by either the principal or the managing agent or intermediary, shall be considered to be compliance by both.
- ~~H.I.~~ PERSON means any individual, firm, partnership, limited liability company, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.
- ~~H.J.~~ RENT means the consideration charged, whether or not received by the operator or intermediary, for the occupancy of space in transient lodging, a hotel, valued in

money, goods, labor, credits, property, or any other consideration valued in money, without any deduction; but does not include the sale of any goods, services, and commodities, other than the furnishing of transient lodging room accommodations and parking space in mobile home parks or trailer parks.

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

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

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

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

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

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

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

8.02.020 Tax Imposed

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

his records on the cash accounting basis, and when earned if the operator or intermediary keeps the his records on the accrual accounting basis. If rent is paid in installments, the transient shall pay a proportionate share of the tax to the operator or intermediary with each installment.

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

8.02.030 Where Tax is Imposed

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

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

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

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

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

8.02.050 Tax Collector's Operator's Duties

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

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

8.02.060 Exemptions

No tax imposed under this chapter shall be imposed upon:

- A. Any person who pays for lodging for more than thirty (30) successive calendar days: ~~(a person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient);~~
- B. Any person whose rent is of a value less than \$15.01 per day;
- ~~C. Any person who rents a private home, vacation cabin, or like facility from any owner who personally rents such facilities incidentally to his own use thereof;~~
- ~~D.C.~~ Any occupant whose rent is paid for a hospital room or to a licensed medical clinic, licensed convalescent home or a home for aged people; or
- ~~E.D.~~ Employees, officials or agents of the U. S. Government occupying a transient lodging hotel in the course of official business, provided the person seeking the exemption provides reasonable documentation to the operator or intermediary.

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

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

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

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

- A. The name of the operator or intermediary;
- B. The address of the transient lodging or intermediary hotel;
- C. The date upon which the certificate was issued; and,
- D. "This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Transient Lodging

~~Room~~ Tax Chapter of the Clackamas County Code by registration with the Tax Administrator for the purpose of collecting from transients the lodging room tax imposed by the County and remitting the tax to the Tax Administrator.”

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

8.02.080 Due Date, Returns, and Payments

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

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

8.02.090 Penalties and Interest

- A. Original Delinquency: Any operator or intermediary who has not been granted an extension of time for remittance of tax due, and who fails to remit any tax imposed by this chapter prior to delinquency, shall pay a penalty of ten percent (10 %) of the amount of ~~the~~ tax due in addition ~~to of~~ the amount of the tax.
- B. Continued Delinquency: Any operator or intermediary who has not been granted an extension of time for remittance of ~~the~~ tax due, and who failed to pay any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent, shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax due, plus the amount of the tax due, and the ten percent (10%) penalty first imposed.
- C. Fraud: If the Tax Administrator determines that the nonpayment of any remittance due under this chapter is due to fraud, or intent to evade the provisions thereof, a penalty of twenty-five percent (25%) of the amount of the tax due shall be added thereto, in addition to the penalties stated in paragraphs ~~(A1)~~ and ~~(B2)~~ of this section.
- D. Interest: In addition to the penalties imposed, any operator or intermediary who fails to remit any tax imposed by this chapter shall pay interest at the rate of ~~one-half of~~ one percent (1.5%) per month or fraction thereof without proration for portions of a month on the amount of the tax due, exclusive of penalties, ~~from~~ the date on which the remittance first became delinquent until paid.
- E. Penalties merged with tax: Every penalty imposed and such interest as accrues under the provisions of this chapter, shall be merged with and become a part of the tax herein required to be paid.
- F. Petition for waiver: Any operator or intermediary who fails to remit the tax levied within the time stated, shall pay the penalties stated. However, the operator or intermediary may petition the Board for waiver and refund of the penalty or any portion thereof, and the Board may if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

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

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

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

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

noting the fact upon the determination. The amount so determined ~~as herein provided~~ shall be immediately due and payable, and the operator or intermediary shall immediately pay ~~thesame~~ determination to the Tax Administrator after service of notice ~~isthereof~~ provided. However, the operator or intermediary may petition after payment has been made for redemption and refund of such determination, if the petition is filed within ten (10) days from the date of ~~the~~ service of notice by the Tax Administrator.

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

8.02.110 Re-determinations

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

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

8.02.120 Security, Collection of Tax

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

the Tax Administrator subject to the limitations herein provided.

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

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

8.02.130 Lien

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

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

8.02.140 Refunds

- A. ~~Operators' refunds.~~ Whenever the amount of any tax, penalty, or interest has been paid more than once or has been erroneously or illegally collected or received by

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

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

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

8.02.150 Administration

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

~~provisions of this chapter to make known in any manner whatever the business affairs, operations, or information obtained by an investigation of records and equipment of any person required to obtain a Transient Occupancy Registration Certificate or pay a transient occupancy tax, or any other person visited or examined in the discharge of official duty, or the amount of source of income, profits, losses, expenditures, or any particular thereof set forth in any statement or application, or to permit any statement or application, or copy of either, or any book containing any abstract or particulars thereof to be seen or examined by any person. Nothing in this subsection shall be construed to prevent:~~

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

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

8.02.160 Tax Revenue Sharing

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

- C. The TDC is to develop, adopt and implement, subject to Board of County Commissioners' approval, a Tourism Development and Promotion Master Plan. The Master Plan shall address at least the following elements: tourism promotion, tourism development, conventions, visitor information services, special events and festivals, and the County Fair. The Master Plan may be revised from time to time, subject to Board of County Commissioners' approval. Prior to adoption of the Master Plan, the TDC may adopt, subject to Board of County Commissioners' approval, an Interim Plan.
- D. The funds described in subsection 8.02.160 A 2 above shall be allocated to projects and programs by the TDC in accordance with the Tourism Development and Promotion Master Plan, except that revenues collected prior to final Board of County Commissioners' approval of a Master Plan may be expended pursuant to an interim Plan, if adopted.

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

8.02.170 Appeals to the Board

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

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

8.02.180 Violations

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

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



May 15, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Clackamas County Tourism Master Plan and
Review of 2017-22 Strategic Priorities

Purpose/ Outcomes	To update CCTCAs Master Plan and establish a set of strategic priorities that will guide the Departments efforts over the next five years.
Dollar Amount and Fiscal Impact	No direct fiscal impact.
Funding Source	County's 6% transient lodging tax
Duration	The Master Plan is periodically update. The accompanying strategic priorities will provide guidance until 2022.
Previous Board Action	The Board last approved an update to CCTCA's Master Plan in July of 2012 in Policy Session. On April 18 th , 2017 Department presented its current Master Plan and Five-Year Strategic Priorities to the Board and requested its input.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Growing a vibrant economy 2. Building Strong Infrastructure 3. Honor, utilize, promote and invest in our natural resources
Contact Person	Danielle Cowan, Executive Director – Clackamas County Tourism & Cultural Affairs - 655-8420
Contract No.	NA

BACKGROUND:

Per the County's 1992 voter approved Transient Lodging Tax Ordinance the Tourism Development Council (TDC) is responsible for developing and implementing a Tourism Development and Promotion Master Plan. The Master Plan provides the Department general guidance in its efforts to increase tourism activity within the County. The ordinance provides that the Master Plan, subject to BCC approval, may be revised from time to time.

Although not required by the TRT Ordinance, the TDC also establishes five-year strategic priorities to further guide the work of tourism staff and resource investments. In addition, the TDC approves an annual Business Plan that guides the tourism staffs' efforts from year to year. While neither of these documents are referenced by ordinance, they have proven to be useful tools in advancing tourism promotion and development in the County. They also allow us to respond to new opportunities, visitor trends and changes in technology that affect how visitors get inspired to book trips and how they research what to include in itineraries.

Beginning in September of last year, the TDC and staff began engaging with partners across the County to solicit input on the Master Plan and to help craft the 2017/11 Strategic Priorities. This input will also be used to help us draft our FY 2017/18 Business Plan.

Outreach include four heavily-promoted Listening Sessions which were held in Oregon City, Welches, Molalla and Wilsonville. For these sessions, the TDC generated a list of "discussion points" that were developed as conversations starters. However, any and all input was welcomed and encouraged. In addition to the Listening Sessions, tourism staff issued an on-line survey to gather input from partners who were unable to attend one of the sessions. An invitation to participate in this survey was emailed to the BCC on March 13, 2017.

Tourism's outreach efforts resulted in input from more than one hundred partners. Attached is a compiled list of the comments received.

On April 18, 2017 the TDC presented a draft of a revised Master Plan and new Five-Year Strategic Priorities to the Board for its consideration and input. The combined feedback was used to draft a final updated Master Plan and draft 2017/22 Strategic Priorities. These were shared with partners and additional comments were solicited.

Today, June 15, 2017, the Tourism is presenting the final draft of the revised Master Plan for approval by the Board of County Commissioners as set forward in County Code. The only notable change to the Master Plan is the inclusion of Sustainable Tourism Practices to help ensure healthy and viable tourism strategies such as expanding the seasonality of existing attractions and activities, and disbursing tourism opportunities throughout the county so as to not overburden any one community or exceed capacities during peak seasons.

If you have questions please contact Jim Austin; 503-742-5901 or jim@mthoodterritory.com

RECOMMENDATION:

Staff recommends the Board approval the attached revised Tourism Master Plan as presented.

Respectfully submitted,



Danielle Cowan
Executive Director
Tourism and Cultural Affairs Department
Clackamas County

Clackamas County Tourism & Cultural Affairs



Tourism Master Plan 2017- 2022 Strategic Priorities

Developed by the Tourism Development Council and
Approved by the Clackamas County
Board of Commissioners

June 2017

DRAFT

www.mthoodterritory.com



CLACKAMAS COUNTY TOURISM MASTER PLAN

INTRODUCTION-

Clackamas County Tourism & Cultural Affairs, branded "Oregon's Mt. Hood Territory" is the recognized Destination Marketing and Management Organization of the County. Oregon's Mt. Hood Territory has its roots in a voter-approved ordinance passed in 1991 that established a 6% countywide transient room tax (TRT) dedicated to tourism promotion and development.

To oversee the work of Tourism, the TRT Ordinance created a 9-member Clackamas County Tourism Development Council (TDC). The members of the TDC are appointed by the Board of County Commissioners and are guided by a Commission-approved Master Plan. The Master Plan must address at least the following elements: tourism promotion, tourism development, conventions, visitor information services, special events and festivals, and the County Fair. The Master Plan may be revised from time-to-time. Implementation of the Master Plan is the responsibility of the TDC and is accomplished through the work of professional Tourism staff.

MISSION-

Enhance the quality of life for residents by optimizing the economic impacts of the tourism industry derived from the County's Transient Room Tax.

VISION-

Serve as the leading force to grow and sustain tourism in Clackamas County through effective and efficient marketing and asset development strategies, and by building strong partnerships with businesses, organizations, other governmental entities and citizens.

GUIDING PRINCIPLES-

- Leader in County and Regional Tourism Efforts
- Support Sustainable Tourism Practices
- Conduct Effective Marketing and Development of County Tourism Assets and Opportunities
- Focus on the Three Pillars of Clackamas County Tourism:
 - Outdoor Recreation
 - Agritourism
 - Cultural/Heritage Tourism
- Effective and Efficient Use of Public Resources
- Build and Strengthen Public and Private Partnerships

STRATEGIC PRIORITIES-

- I. Position Clackamas County to Seize Tourism-Related Opportunities and Manage Threats/Barriers Based in Research and Analysis to Guide Efforts
- II. Create and Enhance Tourism Marketing and Promotion Efforts
- III. Utilize New Technologies, Strategies and Media to Deliver Optimum Results
- IV. Develop, Support and Enhance Clackamas County Tourism Assets
- V. Create New Tourism Products, Markets and Packages
- VI. Build and Strengthen Partnerships and Coalitions; Enhance Strategic Alliances

INSIGHTS- *Trends and External Factors that Influence County Tourism*

- Evolving Industry
- Evolving Technology
- Changing Traveler Behavior
- Shifting Revenue Resources
- Distressed, Declining and Under-developed Local Tourism Assets
- Sustainable Tourism Practices

DELIVERING THE WORK OF TOURISM-

The Clackamas County Tourism & Cultural Affairs team is organized into four areas of service delivery to carry out the Tourism Master Plan:

- Leadership/Administration
- Marketing and Promotion
- Destination Development
- Community & Government Relations/Advocacy

The team utilizes appropriate strategies and actions as identified by the TDC through its Five-Year Strategic Priorities Plan. The TDC further refines the work through the creation of an annual Business Plan. Tourism staff use an integrated approach to ensure that programs are aligned and effective. Success is measured and shared to monitor performance and encourage continuous improvement in program/service delivery. Specifically, tourism promotion and development, conventions, visitor information services, special events and festivals, and the County Fair are addressed within the 5-Year Strategic Priorities Plan since conditions, trends, opportunities and threats arise and change, requiring that priorities and approaches remain flexible and nimble to respond and adapt to an evolving tourism environment.

STRATEGIC PLANNING PROCESS-

Step 1: Determine Situational Strategic Drivers

Conduct assessments of the current operating environment: "What are we currently up against/facing?"

Step 2: Apply Stable Strategic Drivers

Filter the outcomes of the environmental assessment through Tourism's Vision, Mission and Guiding Principles: "Who we are and how we operate."

Step 3: Identify Desired Strategic Priorities

Ensure Strategic Priorities are in alignment with Steps 1 and 2 above: "How do we add value?"

Step 4: Implement Identified Strategic Priorities

Determine timelines and goals to implement the identified Strategic Priorities: "How do we execute our mission/vision?"

This constitutes the Clackamas County Tourism Master Plan as envisioned by the voters of Clackamas County and codified in County Code **8.02.160 Tax Revenue Sharing**.

Five-Year Strategic Priorities

I. Position Clackamas County to Seize Tourism-Related Opportunities and Manage Threats/Barriers Based in Research and Analysis to Guide Efforts

Supporting Goals

Goal #1: Develop High Performing Tourism Team

Actions:

- Attract and retain an award-winning, top performing team that leads the industry in professionalism, innovation and creativity that support and builds Oregon's Mt. Hood Territory brand and reputation
- Ensure adequate and appropriate office space for Tourism staff needs
- Provide adequate tools, training and resources to ensure Tourism staff are able to function effectively and efficiently in their work

Goal #2: Develop County Event Center Strategic Plan to Enhance Its Ability to Serve as a Convention Center for Clackamas County

Actions:

- Work with County Fair Board, Events Center Staff, County Departments and other partners to determine possible approach and funding strategies to determine site and facility improvements and enhancements, best use practices, programming, Return on Investment strategies, marketing and promotion strategies, funding and partnership opportunities to rebuild and enhance the functionality of the Center as a marketable commercial venue for the county

Goal #3: Conduct a Review and Update of Outdoor Recreation Opportunities and Barriers

Actions:

- Update Bicycle Tourism Strategies to include but not limited to changes in bicycle amenities in the county and throughout the state, changes in cyclist preferences and cycling as a travel motivator as well as transportation
- Complete Water Recreation Strategic Plan to include but not limited to assessment of current assets, user trends, opportunities for asset improvement and market growth.
- Conduct Winter Sports Strategic Analysis to include but not limited to opportunities to mitigate the uncertainty of snow conditions, opportunities for early/late season attractions and solutions to congestion
- Conduct Trails Analysis

Goal #4: Conduct a Review and Update of Heritage/Cultural Assets and Opportunities

Actions:

- Conduct a demand and cultural visitor trend assessment to include but not limited to cultural traveler trends, analysis of how the counties heritage offers match cultural travels needs, and identification of key experiences that would motivate travel to the area

Goal #5: Conduct a SWOT (Strength, Weakness, Opportunities, Threats) Analysis of Marijuana Tourism Opportunities and Priorities

Actions:

- Evaluate opportunities and barriers of Marijuana tourism
- Identify appropriate strategies to implement Marijuana tourism

Goal #6: Conduct a Review and Update of Agritourism Program Opportunities and Priorities

Actions:

- Conduct an analysis of the economic impact of non-food Agritourism products in Clackamas County to supplement USDA/Dept. of Agriculture analysis to provide clearer impacts of Agritourism in Clackamas County
- Assess the opportunities, barriers and demand for farm stays to be coordinated with lodging analysis
- Evaluate the opportunities within private woodlands for recreational purposes

Goal #7: Update Lodging Analysis to Identify Needs and Opportunities; Identify Strategies to Address Executable Findings

Actions:

- Overnight Lodging Analysis to include but not limited to hotel/motel, public and private camping, alternative lodging opportunities and farm stays
- Identify the needs of rural and underserved communities
- Strategies for developing new overnight stay options
- Connecting with alternative lodging opportunities in the shared economy such as AirBnB and HomeAway

Goal #8: Conduct a Marketing/Destination Audit that builds on Previous Audits

Actions:

- Conduct a research assessment of key branding strategic direction of Oregon's Mt. Hood Territory to ensure Territory branding stays fresh and effective
- Utilize research to stay abreast of the rapidly changing media environment to effectively respond to changing consumer behavior and trends
- Utilize available research to help guide Clackamas County Tourism's overall marketing strategies (i.e. Longwoods, Smith Travel, PhoCusWright)
- Review, analyze and refine the demographics of target audience and prospect markets
- Assess return on investment (ROI) and economic impact of current programs

Goal #9: Review and Update Media/Public Relations Strategic Plan

Actions:

- Utilize available research to ascertain best storytelling practices for Public Relations efforts
- Research emerging media pitching and hosting trends
- Utilize available research to determine the best ways in which Public Relations may amplify domestic and international travel trade and marketing efforts and update accordingly

Goal #10: Review and Update Social Media Strategic Plan

Actions:

- Conduct an audit, reviewing Google Analytics, identify profiles of consumers, analysis of overall effectiveness, and insights for enhancing channels
- Identify and prioritize emerging social media channels for benefit of use

Goal #11: Conduct a SWOT Analysis of Sustainable Tourism Practices and Opportunities in the County

Actions:

- Bring together local government, community leaders, tourism businesses, and local non-profits to identify and agree upon a common understanding of the problems, risk, and vulnerabilities associated with tourism in Oregon's Mt. Hood Territory
- Identify actions to address high priority areas

Goal #12: Conduct a SWOT analysis of the Inclusion, Equality and Diversity of Tourism Opportunities and Trends

Actions:

- Evaluate opportunities and trends associated within incorporating inclusion, equality and diversity within tourism in Clackamas County
- Identify appropriate strategies to implement priorities

Goal #13: Conduct a Sports Tourism Analysis

Actions:

- Evaluate opportunities and trends that include but are not limited to facility assets; traditional and nontraditional competitions; and emerging sports trends

II. Create and Enhance Tourism Marketing and Promotion Efforts

Supporting Goals

Goal #1: Develop and Execute Revised Marketing Program under New Agency Contract

Actions:

- Under a new 5-year marketing agency contract, implement an integrated media mix that continues to review and adjust the percentage of spend in the areas of print, digital, social media, out of home, broadcast and cinema
- Update and implement an integrated communications strategy to ensure all levels of development, community relations, communications and marketing efforts convey a consistent message and effective leveraging of resources
- Implement a specific social media paid marketing contract if deemed necessary during undergoing the marketing agency contract solicitation
- Implement an integrated SEO/SEM strategy to continue to improve the efficiency of media spend in relation to conversion of website traffic

Goal #2: Undertake a Brand Assessment and Conduct a Brand Redesign or Refresh

Actions:

- Work with the marketing agency to analyze the brand assessment research and current branding efforts (Oregon's Mt. Hood Territory, logo, tagline)
- Engage a brand refresh or redesign if assessment determines the key brand has become stagnant
- Conduct public focus groups both within Clackamas County and in select west coast markets as deemed necessary while undergoing a brand update

Goal #3: Identify; Prioritize Projects and Opportunities from Marketing/Destination Audit

Actions:

- Regularly convene the Marketing Committee to review assessment and provide recommendations and strategic direction
- Investigate new technologies, trends and interactive opportunities as identified and implement as appropriate
- Determine messaging specific to target audiences, niche/interest groups, and geography (both national and international)

Goal #4: Conduct and Enhance Tourism Advertising/Marketing Efforts

Actions:

- Create advertising messaging to inspire and motivate overnight travel to Mt. Hood Territory and stimulate consumers to linger longer and generate revenue streams for partners
- Create strategic, well-designed and high quality promotional campaigns that set Mt. Hood Territory apart and continue to market our tourism partners' offering
- Provide quality multimedia content to media by growing Tourism's photo database and obtaining current and relevant b-roll footage
- Evaluate and evolve the co-op advertising program with local partners
- Evaluate the continual need for well-designed and high quality print publications with online viewing options that inspire travel choices and provide travel tools
- Leverage the consumer marketing programs of Travel Oregon
- Evaluate the route schedules of aviation flights through PDX and incorporate a strategy to reach new destination opportunities as appropriate and resources allow
- Review and evaluate the continuation of "contest incentives" as a component of the promotional campaigns
- Evaluate and implement strategies for international consumer advertising opportunities as identified as market-ready through development sales and Public Relations efforts
- Devise and implement a strategy for inclusion, equality and diversity addressing cultural, race, color, age, sexual preference, disability, etc. across integrated programs
- Develop and implement strategies for recreation, agritourism and heritage/culture marketing opportunities as appropriate and resources allow

- Develop and implement strategies for marketing and promoting events at the Clackamas County Event Center as appropriate and resources allow

Goal #5: Conduct and Enhance Prospective Markets Efforts

Actions:

- Research and expand potential prospect markets (Austin, TX; Minneapolis MN) served by direct flights to PDX and implement strategy to market Mt. Hood Territory to these new destinations through brand awareness, target media buys and public relations efforts
- Ensure integrated communication strategies in emerging domestic markets

Goal #6: Conduct and Enhance Niche Markets Efforts

Actions:

- Explore and identify evolving niche markets, unique assets and experiences to efficiently message and promote them through marketing opportunities, Public Relations and social media
- Explore weddings and special interest meeting groups and seek opportunities for developing partnerships, campaigns, and targeted media buys
- Expand on bicycle tourism, water-related, ski, winter sport audiences and other outdoor recreational opportunities as identified and developed
- Expand the understanding of niche users in international markets and implement marketing strategies as resources allow. Niches of interest include winter sports and active recreation
- Explore cultural heritage opportunities for targeted messaging and campaigns
- Expand agritourism and culinary opportunities as identified and developed
- Evaluate LGBTQ community and consider opportunities for targeted messaging and campaigns
- Explore opportunities for messaging and campaigns associated to sports events of regional and statewide significance (2021 games, NCAA)
- Explore and identify sustainably driven tourism assets, experiences, and storylines to promote through marketing and Public Relations media

Goal #7: Conduct and Enhance Mobile Visitor Information Center – MVIC Strategies

Actions:

- Review and update the MVIC program, continuing the marketing efforts of attending out-of-area consumer events and trade shows in select markets
- Identify and implement strategies or toolkits for communicating appropriate message for dispersing visitors to underutilized sites and experiences
- Evaluate the mechanical quality of the van and determine if and when up upgrade or replace

Goal #8: Strengthen Our Role in the Regional Cooperative Tourism Program (RCTP)

Actions:

- Lead and manage the Mt. Hood/Gorge Region program of work and budget for FY 2017-19; partner with affiliated destination marketing organization representatives, Travel Oregon and stakeholders

- Prepare for 2019 RCTP RFQ Process for next 6-year management contract
- Engage and partner within the Greater Portland and Willamette Valley Regions
- Establish a larger Public Relations presence in the domestic markets through the Greater Portland Region, Willamette Valley, Hood-Gorge Regions and individually as Oregon's Mt. Hood Territory

Goal #9: Conduct and Enhance Media/Public Relations Strategies

Actions:

- Identify and implement appropriate strategies derived from the Media/Public Relations Strategic Plan
- Add Public Relations specialist position to support the expanded work program in public/media relations
- Grow our Public Relations presence in international markets where opportunities best present themselves in partnership with Travel Oregon, other Destination Marketing Organizations and Regional Destination Management Organizations
- Align Public Relations international presence and messages with travel trade efforts; promote new international products/packages
- Identify and integrate best Public Relations pitching platforms and practices in Public Relations strategy as appropriate to enhance overall story placement efforts
- Update and expand on Public Relations materials and create new ways to present materials in order to optimize effectiveness
- Maintain a Public Relations content/pitching calendar that aligns with broader marketing goals
- Cultivate and strengthen relationships with media through social media channels, as well as traditional channels, such as "meet the media" socializing events and conferences and in-market deskside tours to increase media placements across appropriate outlets
- Regularly attend webinars, workshops and conferences and maintain Public Relations and media society memberships to stay on top of current technologies and emerging PR and media trends

Goal #10: Conduct and Enhance Social Media Strategies

Actions:

- Identify and implement appropriate strategies derived from the Social Media Strategic Plan Update
- Add Social Media/Content Writer specialist position to support the expanded work program in this area of Marketing and Communications
- Enhance paid boosting of targeted social media posts. Investigate potential for paid opportunities through other social channels as appropriate
- Create and execute a program to work with select photographers to capture POV images that represent epic and seasonal scenic views

- Build on prior successes to expand and enhance social media program with Instagram stories and expand Facebook Live, and content writing for website and consumer newsletter
- Maintain an engagement plan/content calendar that aligns with broader marketing goals
- Research and develop guest blogger and influencer partnerships when possible and appropriate
- Regularly evaluate and determine which social media channels are working and revise social media strategy accordingly
- Determine and allocate necessary resources and policies for new social media strategies as they are incorporated into the social media plan
- Regularly attend webinars, workshops, and seek out other outlets to stay on top of current technologies and emerging trends while continuously engaging and expanding followers

III. Utilize New Technologies, Strategies and Media to Deliver Optimal Results

Goal #1: Identify and Prioritize Website Technology Improvements

Actions:

- Ensure that www.MtHoodTerritory.com continues to be the primary and trusted source of visitor information for trip planning and online booking. The desktop and adaptive mobile site will provide trip assistance with easy accessible business listings and interactive mapping
- Maintain a “mobile-first” approach as mobile has stabilized as the leading platform used for all steps throughout the travel cycle (dream, plan, book, experience, share) while updating backend operating technologies as necessary
- Launch redesigned content driven and mobile-first website, striving to achieve an award-winning design website
- Enhance and incorporate advanced functions, including upgrading the lodging booking engine to provide expanded partner services
- Maintain an efficient and effective method for updating our tourism inventory process and incorporating within our customer relationship management system (CRM) or alternate CRM as deemed necessary
- Monitor effectiveness and functionality; make modifications as appropriate
- Evaluate and enhance the interactive mapping component of the web
- Expand international translation services with the website as identified by target countries
- Evaluate ecommerce opportunities through online mediums and incorporate as appropriate with the Explorer Trails program
- Research feasibility of content sharing of reviews and rating opportunities to the web and incorporate when appropriate
- Expand online mediums as they continue to dominate consumer marketing channels

Goal #2: Identify; Implement Appropriate Marketing and Promotion Technology Improvements

Actions:

- Research and incorporate best practices and uses of new technologies into advertising messaging
- Research and incorporate strategies for voice activation assistance
- Research and incorporate opportunities for increased consumer interaction and engagement, including 360 VR (virtual reality)
- Enhance content integration of our tourism partner listings and events through Travel Oregon's Oregon Tourism Information System (OTIS) (previously the ORB)
- Grow the consumer e-newsletter database and evaluate the distribution process and redesign as necessary
- Create a process to efficiently collect and continually update partner contacts in database, allowing ongoing B2B and consumer communication through newsletter and new emerging communication channels
- Monitor the growing trend of incorporating AI (artificial intelligence) into integrated plans and leverage AI opportunities if and where it makes sense for other applications in Mt. Hood Territory
- Embrace new technologies that better reach and serve consumers, such as geofencing, analytic data sites, push notification and gamification

Goal #3: Increase the Effectiveness of the Community Partnership Program through Technology Improvements

Actions:

- Work with webmaster, administrators and applicants/grant recipients to implement a user friendly on-line grant application and reporting system for the Community Partnership Program (CPP) grants that will provide for better data retention and program management

Goal #4: Improve Efficiencies of Grant Process by Implementing Appropriate Technology for the Entire Process from Grant Training Reporting

Actions:

- Identify elements of the grant process and record keeping that technology could improve
- Evaluate available software and technologies
- Implement technologies that improve the application and reporting process for applicants and Tourism staff

Goal #5: Use Technology to Deliver Visitor Information in Ways Informed by Visitor Needs and Industry Practices

Actions:

- Assess technologies available for delivering visitor information through visitor information centers, electronic kiosks and other locations where visitors seek information while in the destination
- Implement new technologies and improve existing as appropriate

- Evaluate kiosk user experience to ensure the technology and user interface meets their needs delivering useful information to the visitor efficiently
- Evaluate the kiosk hardware and user interface to determine if and when to upgrade or replace

IV. Develop, Support and Enhance Clackamas County Tourism Assets

Supporting Goals

Goal #1: Enhance and Execute Development Grant Program to Fund Tourism Priorities

Actions:

- Work with communities and organizations to identify catalytic projects
- Advise and support potential applicants on the needed regional, agency and community systems to align with for success and other funding sources.
- Eliminate paper applications and implement a digital Development Grant application process
- Evaluate establishing a Marketing Grant Program to fund tourism priority projects
- Enhance the Event Sponsorship Grant Program to prioritize and incentivize signature events, events that address seasonality of tourism in the community and bringing new audiences into the local area

Goal #2: Identify and Prioritize Projects and Opportunities from Agritourism Analysis

Actions:

- Work with Clackamas County Planning and Board of County Commissioners on County Code and strategies that allow and support Agritourism activities in the county as appropriate
- Participate in state wide initiatives that improve agritourism experiences for visitors and operators including the Oregon Agritourism Partnership and Travel Oregon initiatives
- Work with agritourism operators to leverage group travel opportunities through domestic travel strategies
- Support the development of farm stays that provide opportunities to stay on a working farm and maintains the integrity of our rural working landscapes

Goal #3: Identify; Prioritize Projects and Opportunities from Outdoor Recreation Analysis

Actions:

- Water Recreation- identify key areas of interest and implement suggestions from the water tourism study
 - Assess the steps to designate the Clackamas River an official water trail
 - Inventory riverside assets including but not limited to Boat/kayak launches, river access points, and Kayak/SUP/raft rentals
 - Leverage, market and promote the Molalla River Corridor

- Improve connections between the city of Estacada and the Clackamas River, projects could include but are not limited to riverfront city park or bridge to Milo McIver
- Build on bicycle tourism strategies to improve amenities, reach new audiences, promote routes, and incorporate integrated marketing strategies
- Work with other Destination Marketing Organizations and local partners to promote winter sport and city stay itineraries.
- Support and enhance diverse outdoor recreation activities throughout the county

Goal #4: Identify and Prioritize Projects/Opportunities from Cultural Heritage Analysis

Actions:

- Implement Heritage Trail as well as the addition of new sites as appropriate
- Offer Capital Improvement Grants as appropriate
- Leverage Travel Oregon and Travel Portland's FAM tours by promoting stops at heritage sites
- Work with heritage sites and coalitions to leverage tourism opportunities
- Work with heritage community to identify and craft key heritage experiences that motivate travel
- Work with cultural heritage groups and sites to leverage group travel opportunities through domestic travel strategies
- Evaluate and implement strategies to leverage the 175th anniversary of the Oregon Trail in 2018

Goal #5: Evaluate and Revise as appropriate the County's Visitor Information Centers (VIC) Program and Implement Identified Strategies

Actions:

- Ensure effective and efficient delivery of in person visitor information centers exhibiting best practices and high quality customer service
- Identify additional locations and demand for electronic visitor information kiosks, implement as appropriate
- Develop and implement, as appropriate and resources allow, a smaller format visitor information kiosk platform tailored for hotel/motel lobbies

Goal #6: Incorporate Principles of Sustainable Tourism through the Integration of Products and Partners that Sustain, Reinforce, or Enhance the Unique Character of the County's Culture, Environment, Aesthetics, Heritage and Community Livability

Actions:

- Practice Sustainable Tourism Strategies that improve the quality of life and economy for the citizens of Clackamas County, celebrate the culture and heritage of the region, and protect our natural assets for current and future generations
- Trails/Hiking- Work with U.S. Forest Service and other entities (Mazamas) on promotion of underutilized trails as well as creation of new trails to help stem overuse of popular hiking systems
- Educate partners on sustainable tourism values and methods

- Prioritize projects identified in the sustainable tourism analysis. Priorities could include but are not limited to:
 - Dispersing visitors throughout the county
 - Increasing opportunities for car free travel

Goal #7: Work with Partners, Businesses and Organizations to Support and Grow Special Events and Festivals as Appropriate and Resources Allows

Actions:

- Leverage partnerships and funding sources to help support events and festivals
- Assist with marketing and promotion of special events and festivals
- Offer sponsorships and grants as appropriate to support events and festivals that demonstrate a Return on Investment or other priority outcomes
- Make research available to local project proponents and organizers
- Connect local organizations with funding resources and grant programs outside of Clackamas County Tourism's grant programs such as Travel Oregon, Federal Lands Access Program, and Cultural Commission

Goal #8: Highlight and Promote the Mt. Hood Scenic Byway

Actions:

- Implement the reroute of the Byway as approved by the state scenic byway committee
- Work with other communities and partners along the Byway to enhance the visitor experience through engaging new technologies and collaborative programs
- Create joint promotional materials as resources allow

Goal #9: Refresh the Geocaching Program

Actions:

- Work with Geocaching.com, local tourism partners (heritage sites, attraction, land managing agencies, etc.) and members of the local geocaching community to establish a GeoTour throughout Clackamas County

Goal #10: Leverage Local and Regional Sports Tourism Opportunities Identified in the Sports Tourism Strategic Analysis

Actions:

- Prioritize projects identified in sports tourism strategic analysis. Projects could include
 - Explore a strategy capitalizing on Mt. Hood's unique opportunity for snow sports teams to train
 - Work with public and private partners to host challenge races like mud runs or multisport races
- Work with community groups and sports facilities to implement findings from the analysis
- Draw attendees for regional sports events hosted outside of the county to visit, train or stay in Clackamas County. Priority events include but are not limited to

IAAF World Track & Field Championships Oregon21 in Eugene, NCAA basketball tournaments in Portland 2019, 2020 and 2022

Goal #11: Execute Grant and Sponsorship Programs to Fund Local Tourism Projects

Actions:

- Offer Community Partnership grant funds to local communities
- Explore opportunities to broaden the Special Events Sponsorship Program to capitalize on opportunities that address identified needs in communities and throughout the County

V. Create New Tourism Products, Markets and Packages

Supporting Goals

Goal #1: Evaluate, Revise and Implement Strategy for International Travel Trade

Actions:

- Assess and implement a strategic approach for entry into each international market
- Educate local partners on receptive tour operators (RTOs) and international travel trade to increase bookable product available in international markets
- Leverage the work of other Destination Marketing Organizations
- Diversify international visits by working key markets in different regions of the world. Areas of interest are Asia, the Americas and Europe
- Refine tactics in maturing markets to reach new audiences. Oceania, Canada and Germany are maturing markets
- Establish a presence at trade shows and consumer shows to optimize international awareness of the county as a destination
- Develop and implement marketing and Public Relations efforts as identified and resources allow
- Develop travel trade training tools as appropriate

Goal #2: Develop and Market New Agritourism Tours, Experiences and Trails

Actions:

- Work with appropriate partners to create the Molalla Canby Trail
- Engage with marijuana tourism opportunities as informed by the SWOT (strength weakness opportunities threats) and board direction
- Create connections between experiences, tour operators and consumers
- Create new tours and packages as identified by market demand as appropriate and resources allow
- As new agritourism tours, experiences and trails develop, create media kits and other Public Relations materials as appropriate and resources allow
- Develop and implement integrated marketing strategies as appropriate and resources allow

Goal #3: Develop and Market New Cultural Heritage Tours, Experiences and Products

Actions:

- Apply findings from heritage visitor study to prioritize regionally significant heritage experiences
- Engage visitors in the vibrant arts and cultural offerings throughout the County by creating new packages, itineraries and tours featuring arts attractions that motivate travel
- Create media kits and other promotional materials for new cultural heritage tours, experiences and trails, as appropriate and resources allow
- Develop and implement integrated strategies as appropriate and resources allow

Goal #4: Develop and Market New Outdoor Recreation Experiences, Tours and Trails

Actions:

- Prioritize developing outdoor recreation opportunities around lesser known gateways like Estacada and Molalla
- Work in partnership with BLM, USFS and City Planning to help create and promote newer, safer bike trails
 - Cazadero Trail
 - Oregon Timber Trail
 - Timberline Bike Park Project
 - Molalla Canby Trail
- Winter Sports
 - Creation and implementation of assets to promote unique winter opportunities on Mt. Hood
 - Work with U.S. Forest Service to create tools highlighting winter sport, such as a seasonal map highlighting winter snowshoeing and cross country trails
- As new bicycle and river tours, experiences and trails develop, create media kits and other Public Relations materials as appropriate and resources allow
- Develop and implement integrated marketing strategies as appropriate and resources allow

Goal #5: Develop and Share Tools and Resources to Assist Partners, Local Tourism Organizations and Businesses

Actions:

- Host summits and trainings around specific needs or interests as appropriate examples include agritourism summits or customer service training
- Notify partners of training opportunities available through other organizations
- Develop and share integrated marketing tools either in person or through social media/digital outlets that could include instructional PowerPoint presentations, videos, webinars and other tools as emerging technologies present themselves
- Develop and share marketing and Public Relations tools in person or through social media/digital outlets such as media kits, press releases, multimedia pieces, editorial calendars, brochures, travel planners and other materials

Goal #6: Create Toolkits to Assist Tourism Partners and Businesses

Actions:

- Create a toolkit that increases partners' knowledge of lesser known attractions and their ability to promote those experiences to their guests
- Develop and share Co-op Advertising opportunities, process details, and investment value with existing and prospective business partners both online and in-person trainings
- Create "We Speak" Programs to enhance and professionalize customer service within tourism-related businesses and events, creating tools, messaging and training for front line staff
- Develop Brand Guidelines tools that include usage guidelines for logos, brand name, taglines and photos, as well as associated permissions and credits
- Create and share toolkits for communicating appropriate message for dispersing visitors to underutilized sites and experiences

Goal #7: Identify; Prioritize; Implement Geographically Diverse Projects and Opportunities to Engage Visitors in Experiences Across Tourism Pillars: Outdoor Recreation, Agritourism and Cultural Heritage

Actions:

- Create connections between experiences in different tourism pillars
- Encourage partnerships across tourism pillars
- Create itineraries, packages and messages based on niche markets that tie together experiences across multiple pillars and/or regions

Goal #8: Create New Opportunities for Visitors to Experience Willamette Falls' Natural History, Industry and Cultural Heritage by Incorporating Tourism Values in Redevelopment around the Falls

Actions:

- Work with community, agency and private entities to revitalize both sides of the Falls including the Willamette Falls Legacy Project, the Locks, and West Linn's Waterfront Project
- Participate in the elements of redevelopment that engage visitors in the unique natural, historic and recreational opportunities surrounding the Falls

Goal #9: Increase Options for Overnight Stays in Lodging Facilities throughout the County

Actions:

- Prioritize projects identified in lodging strategic analysis. Projects could include but are not limited to
 - Lodging in rural communities
 - Alternative lodging through the shared economy platforms
 - Farm stays
 - Camping

Goal # 10: Creation and Promotion of an International Mt. Hood Ski Pass

Actions:

- Explore the creation of an international ski pass that includes multiple resorts
- Work with ski resorts, ski wholesalers and Travel Portland to define, create and implement the pass
- Develop and implement a travel trade strategy to sell the pass
- Promote the pass in coordination with Travel Portland to consumers through marketing and PR efforts
- Leverage Travel Oregon and other partners to sell the pass
- Evaluate the program and explore opportunities for expansion after three years

VI. Build and Strengthen Partnerships and Coalitions; Enhance Strategic Alliances

Supporting Goals

Goal #1: Provide Increased Tourism Presence in Local Communities and with Partners

Actions:

- Attend community meetings/presentations, chambers of commerce and other groups to share information about Tourism's programs and opportunities
- Create and host FAM tours for partners to increase knowledge of Oregon's Mt. Hood Territory

Goal #2: Cultivate Partnerships with Local Tourism Businesses and Other Tourism-Related Organizations and Individuals; Other County Departments as Appropriate

Actions:

- Work with local county departments to develop relationships that better streamline the processes of our partners
- Work with the County and heritage community to explore tourism-related opportunities for financially sustainable support for heritage sites/assets and opportunities for collaborative partners and projects
- Work with the Cultural Coalition to leverage arts and culture offerings to attract visitors
- Enhance, build and strengthen relationships with elected officials, Travel Oregon, Travel Portland, Oregon Restaurant & Lodging Association and other partners to ensure tourism needs and interests are appreciated, understood and protected
- Explore opportunities to partner and promote the 175th anniversary of the Oregon Trail, particularly with the Eastern Oregon and Mt. Hood/Gorge regions
- Participate in chamber and other civic/economic/community development oriented organization meetings to establish Oregon's Mt. Hood Territory as a resource and leader for tourism development in the region
- Participate as a member of the Sports Tourism Coalition to stay current in any state and local opportunities that arise through it

- Work with tourism partners to schedule and plan seasonal FAM trips for Portland area hotel/motel staff and tour operators to gain firsthand knowledge about the various sites, attractions and activities
- Work with local communities to develop and refine their own tourism plans and provide technical assistance

Goal #3: Develop/Refine Partnerships with State and Federal Agencies, including the U.S. Forest Service, Bureau of Land Management, National Parks and Federal Highways

Actions:

- Expand the Partnership program to include local and regional public partners
- Coordinate with federal, local and regional partners on tourism projects of regional significance
- Work with Cascading Rivers Scenic Bikeway to leverage relationships with partners to create more awareness of the Scenic Bikeway

Goal #4: Revise Visiting Friends & Relatives Program and Continue to Engage Local Residents as Territory Ambassadors

Actions:

- Engage and inspire local residents as Territory ambassadors
- Expand the ambassador volunteer program or business recognition program

Goal #5: Engage with Partners to Address Transportation and Land-Use Issues that Impact Tourism within the County Including But Not Limited to:

- Multimodal options on the mountain
- Parking limitations at ski resorts and trailheads in season
- Mt. Hood Express
- Bicycle Tourism
- Car free access to destination assets in the county
- Rest Areas
- Car free connections to neighboring regions and the state

Goal #6: Develop and implement Partner Training Programs on Current Issues

Actions:

- Create and implement a story telling training for partners that will result in video content Tourism and partners can use to promote tourism assets in the county
- Create a program of in-community group Tourism Tech trainings for basic web/social media skill-building
- Expand breadth of presenters and topics covered for Agritourism Summit and other niche trainings
- Develop a sponsorship program for training opportunities offered by other outside organization such as China ready programs and Oregon Restaurant & Lodging Association's Guest Service Gold certification program
- Develop and implement a sustainable tourism training program

Goal #7: Optimize Tourism Benefits from the Willamette Falls Heritage Area

Actions:

- Leverage status as a State Heritage Area for tourism-related purposes
- Work with partners to secure designation as a National Heritage Area and long-term funding support and management of coalition
- Implement strategies and goals of the Willamette Falls Heritage Area to build tourism within Clackamas County

Goal #8: Ensure Tourism's Interests and Values are Recognized by Legislators and Businesses

Actions:

- Work with operators, state partners and legislators to secure recreational liability legislation that fosters access to recreation
- Encourage Federal partners to update permit process and holders; increase accessibility to the rivers
- Ensure stakeholders understand the value of outdoor recreation to the County's economy
- Identify issues of concern/interest for Tourism and manage its legislative agenda during session
- Work with partners and other county departments to research potential issues and future legislative priorities

Goal #9: Explore with Partners the opportunity to Establish a Cultural Center at the former West Linn City Hall, if location is secured

Actions:

- Leverage tourism's relocation to serve as a catalytic project for West Linn's Waterfront Project
- Work with the City of West Linn and West Linn Paper to secure facility/parking
- Support partners' efforts to secure funding to serve as a resource center for the county's art and culture organizations

Tourism Overall Measurements of Success

- ✓ **Transient Room Tax (TRT) Revenue:** The amount of money paid by visitors in TRT is the primary indicator of the health of the tourism industry in Clackamas County
- ✓ **Oregon Travel Impacts Report:** Industry experts Dean Runyan Associates compiles this annual report of key indicators of the performance of tourism, including travel spending, tax revenue and jobs supported
- ✓ **Smith Travel Research (STR):** Monthly report measures key metrics from the lodging industry: occupancy (number of rooms filled); Average Daily Rate (ADR); Revenue Per Available Room (RevPAR)

Marketing - Advertising

- ✓ **Clickthrough Rates:** Clicks to the Mt. Hood Territory website generated by digital ads placed on other websites
- ✓ **Impressions:** This is the number of views of an ad that a placement generates

Marketing - Public Relations (PR)

- ✓ **Circulation:** The number of readers a publication has that runs an article about Mt. Hood Territory
- ✓ **Ad Value Equivalency:** The amount of money it would take to purchase an ad of equal size in a publication

Marketing - Social Media

- ✓ **Followers:** The number of people who “like” or follow a social channel
- ✓ **Reach:** The number of people who are served a post by a social channel
- ✓ **Engagement:** The number of people who interact with a post through a “like” comment, share or clicking on a link

Marketing – Website

- ✓ **Total Visitors:** The number of people who use MtHoodTerritory.com

- ✓ **Conversion:** Number of website users who click a link to a partner’s website, tap to dial a partner’s phone via mobile device, view a video, subscribe to the newsletter or order/view online a Travel Planner

Marketing - Mobile Visitor Information Center (MVIC)

- ✓ **Events Attended:** The number of locations at which the MVIC displayed Mt. Hood Territory collateral/materials
- ✓ **Number of people reached:** The amount of people who spoke to MVIC staff about Oregon’s Mt. Hood Territory
- ✓ **Collateral Distributed:** The number of pieces of literature that were given to people interested in visiting Mt. Hood Territory attractions

Destination Development

Development has numerous performance measures, most of which are project-based. Ongoing measurements include:

- ✓ **Tourism Development Grants:** Measure the benefit to tourism assets receiving grant funds
- ✓ **Heritage Capital Improvement Grants:** Measure benefit of funds to visitor readiness of county cultural sites

Community Relations

- ✓ **Community Partnership Program:** Work with community partners to develop metrics to measure the impact of funded projects
- ✓ **Legislative Action:** Engagement with legislation in Salem that has potential to impact the tourism industry of Clackamas County and the state of Oregon

**For more information on this Master Plan or the
2017-22 Strategic Priorities, please contact:
Clackamas County Tourism & Cultural Affairs at:
(503) 655-8492 or online at:
www.mthoodterritory.com**



Clackamas County Tourism Master Plan & 2017/22 Strategic Priorities

Input & Feedback: Listening Sessions, Survey & Responses to Draft

1. What do you see as opportunities in the next five years to focus our energy and resources to build tourism in your community or in the county?

- Bike Tourism / more mountain bike trails on Mt. Hood (Timberline)
- Alternative lodging, i.e. on historic properties
- Rails to trails projects
- Willamette Falls Legacy Project
- Packages – hotel/urban/ Agritourism experiences
- Help local farms and wineries build their capacity
- Create opportunities for farm stays
- Consider the growing season Oct – May for Agritourism opportunities
- River tourism is underutilized asset
- History and heritage assets
- Spotlight/package heritage
- Convention/conference gathering place
- Weddings – Abernathy Center – Create an experience
- Tell our story and promote ourselves to our local communities
- Transportation/packaging with regional tourism partner like Travel Portland
- Need more hotel resources in underserved areas like Canby and Sandy
- Market our unique assets like Rooster Rock, Pechuck Outlook, etc.
- Market Federal agencies like BLM; assistant agreements
- WFHAC Opportunity as first Heritage Area in the State
- Willamette Falls Legacy Projects
- Willamette Falls Locks
- Interactive Heritage Map
- Willamette Falls Mainstreet- historic buildings, kiosks, bike tourism, families, restaurants, and wineries, Street scape changes
- New look at Cascades
- Molalla River Corridor
- Cascadia Center for the Arts Center; Arts Cabins
- Pickle Ball / Hillendale Park now – 8 court facility (139 locations in the county)
- Lescher Farms – “Sum is greater than the parts.”
- Pickathon

- Military Museum / Military heritage trail
- Madrone Wall
- Youth Programs to develop tourism & Youth in our strategic planning
- Look at marijuana industry and “bud & breakfasts”
- Leverage new hospitality program at Marylhurst
- Rodeo loop
- Expand shuttle service
- Genealogy (expand focus and opportunities)
- Group tours
- Signage
- West Linn’s riverfront
- Linking gateway communities; example Estacada and Molalla
- Stronger partnerships with local communities
- Mobile technology for connecting and packaging
- Repurpose old OC courthouse (possible theater)
- Oak Grove area opportunities

2. Are there threats or barriers to tourism in your community that need to be addressed?

- Not enough respect for Tourism or assets / Econ Development needs to value
- Marketing while remaining authentic
- Need more streamlined, understandable processes in the county to get involved
- Local tourism business don’t know/understand customer service
- Lack of capacity – hotels, restaurants
- Need to focus on road safety for bicycles
- Lack of leadership in local communities in tourism.
- Parking is an issue in Oregon City (RVs, Busses, etc.)
- Lack of transit options
- Lack of camping options
- Lack of lodging for bicyclist to stay besides hotels
- Planning & land use laws/regulations need tweaking to allow for/reduce barriers for lodging options including farm stays, homestays, etc
- County Events Center needs Business Plan; many stumbling blocks there

- Unregulated / illegal camping
- Homeless issues in BLM campgrounds
- Signage for Villages/Mountain communities
- Consistent, high level customer information/training/on-line kiosks, etc.
- County lines create barriers
- Willamette River creates a barrier to bicycle & pedestrian tourism.
- Willamette Falls Locks closure
- River tourism needs public safety considerations
- National policies & federal hiring freeze
- Economic Development needs to see tourism as a value added asset
- Limited resources/funding for main street programs
- Varying interpretation/implementation of state land use laws/policies
- Equine event space
- Hwy 26 between Rhododendron and Government Camp

3. What opportunities do you know of to create new or enhance existing tourism assets or attractions or events?

- Develop more of the End of the Oregon Trail; expand behind wagons
- Museums, etc. need to be open; we're losing out on visitors at these
- Need a place/space to get together as an industry to share, network and learn
- Create County-wide events related to the Oregon Trail
- Grant programs could be more co-mingled so they can partner
- Whitewater Park is a potential opportunity to build tourism in Oregon City
- Need regional approach to the work
- Tie in the areas and pillars
- Collaborative approach to tourism work
- Cascadia Center for Arts & Crafts needs revenue base to attract more activities
- Marijuana tourism (packages, tours, etc.)
- Molalla Corridor – add mobility/ access features; improve parking, campground
- Arts Alliance has asset inventory in many communities that can enhance tourism
- Old logging roads have potential as biking, hiking, and horse trails
- Dog friendly businesses
- PGE licensing on Clackamas – need resources to develop the tourism elements (i.e. campsites, hiking, trails, etc.)

- Awareness of advertising / marketing in local communities
- Bike tours, etc – need signage support for users
- Local website development
- Work more with BLM
- Land swap on the mountain
- National market place

4. Are there any new technologies, mediums or trends that you think we could capitalize on to enhance our marketing and promotion efforts?

- Gamification – utilize the technology, attractive for kids i.e. Pokémon
- Bring back/develop an app for the Oregon Trail
- Expand “Fish Finder” app concept
- Analytic data sites technology to tap into what/where people/visitors are
- Sharing economy is here to stay- need to figure out how to make it easier to use
- More Kiosks in county such as at the ZigZag Ranger Station
- Info center at County Events Center
- Social media assistance with creating, placing, coordinating content for partners
- More integrated on-line platform (Google is an issue), not penalized for related or shared content by Google
- Interactive mapping could be very helpful for integration
- Create website, templates, etc. that partner communities could utilized that has a countywide branded look and feel without reinventing locally
- Geocaching refresh
- Augmented reality
- Oregon Trail Game

5. What new or expanded partnerships or collaboration opportunities should CCTCA be aware of to enhance the effectiveness of tourism and strengthen local community partners?

- Opportunity for real partnerships along the Oregon Trail, but with new modern twist to attract new visitors
- Amtrak (Vancouver, BC line)
- Trail(s) Alliances Partnerships
- Craft brew associations
- Capacity building – develop checklists and guides to create and hold events, etc.

- Beavercreek Employment Area may be an opportunity in the near future for Manufacturing Tourism opportunity
- Add to existing events rather than create a whole new event
- State Highway/ODOT signage
- PGE
- Canby Railroad Museum
- Deeper collaboration with Heritage Partners throughout the county
- More partnerships/collaboration among Community Partners
- Travel Oregon
- Travel Portland
- Connect with Arts organizations
- Engaging lodging industry partners more
- Clackamas County Events Center
- Heritage Coalition around heritage area and opportunities
- Local DMOs/chambers
- Further leverage with federal partners

6. Are there any new or emerging tourism products, markets, or packages you feel we could direct resources to that would enhance tourism promotion and development in your community?

- Group travel; corporate incentive travel
- Coach Traffic (buses, etc.)- Build more products/stops along their way through Oregon; leverage those tourists.
- Mt Hood Express
- Sports teams / entertainment for those
- Legacy project – ideas for there may work for other sites, since not all ideas can fit there.
- Huge unpolished facility in Canby – the County Events Center, needs to be improved
- Need to do a better job educating and communicating our local communities on the value of tourism
- Motor sports, still exists in barns, garages, etc.
- Quilting
- Running races (BLM)
- WHA area – opportunities developing there for tourism
- Agritourism – support growth in wineries
- Wild horse Mountain Ranch – horse facility for adopted animals
 - Keiger Expo

- Reinvigorate horse tourism
 - Packaging of events, lodging etc.
- Redevelopment of Wilsonville Town Center could focus on activities, possibly a hotel/conference center
- Dock Fishing
- Arts & Culture
- Shopping (partnership with Woodburn outlet mall)
- Oktober Fest
- Locks/River tours



Clackamas County Tourism & Cultural Affairs

Strategic Priorities Update for 2017-22

The Tourism Development Council (TDC) and staff of Clackamas County Tourism & Cultural Affairs (CCTCA) invites you to help us shape our strategic priorities for the next five years. Our current strategic plan (2017-22) is in its final year and we are in the process of updating it for the 2017-22 period. As a local tourism partner, your ideas and perspectives are of great value to us as we undertake this effort.

Partner participation in this planning process will involve a series of community conversations, surveys and draft priorities being generated between now and next June. Four public “Listening Sessions” are scheduled between September and December 2016 to hear from our local partners. These sessions are being held in conjunction with regularly scheduled monthly TDC meetings and will take place in communities across the county. The first session is scheduled in Oregon City- Sept. 14th, followed by Welches-Oct. 12th, Molalla- Nov. 9th, and Wilsonville- Dec. 14th.

Feedback obtained from these community listening sessions, as well as input gathered from other outreach efforts, will be compiled and shared with the TDC at its February 2017 Planning Retreat. Following the retreat, a draft set of priorities will be generated and shared with partners for further input in May. Feedback on the draft priorities will help us finalize our Strategic Priorities for 2017-22 in June.

At the Listening Sessions, the discussion points below are intended to help guide the community conversations about our strategic priorities:

Discussion Points:

- What do you see as opportunities in the next five years to focus our energy and resources to build tourism in your community or in the county?
- Are there threats or barriers to tourism in your community that need to be addressed?
- What opportunities do you know of to create new or enhance existing tourism assets or attractions or events?
- Are there any new technologies, mediums or trends that you think we could capitalize on to enhance our marketing and promotion efforts?
- What new or expanded partnerships or collaboration opportunities should CCTCA be aware of to enhance the effectiveness of tourism and strengthen local community partners?
- Are there any new or emerging tourism products, markets, or packages you feel we could direct resources to that would enhance tourism promotion and development in your community?
- Do you have any other ideas or feedback that you would like to share with the TDC and staff?

This is an invitation to engage in an open-ended conversation with us. Comments can be shared in writing or in person. Written comments can be sent to Jim Austin at jim@mthoodterritory.com or via regular mail to CCTCA, 150 Beaver Creek Rd. Suite 245, Oregon City, OR 97045.

Thank you in advance for your time and feedback.

Weekly Territory Times

Public Listening Session Survey Questions



Over the last several months the Clackamas County Tourism Development Council held a series of Listening Sessions around the county to seek input from partners about our current strategic priorities (2012/2017). The great feedback we received will aid us in our consideration process for establishing our 2017/2022 strategic priorities.

For those unable to attend, WE WANT TO HEAR FROM YOU so we have developed a survey with the same questions asked at the Sessions.

[Take Survey](#)

Please submit the survey by Wednesday, March 15.

After you submit the survey you can review the answers we have already received from other community members by following the link when prompted.

You may also review these documents for a comprehensive overview:

[Tourism Department Overview - Master Plan & 2012-17 Strategic Priorities - Strategic Priorities Update Process & Questions](#)

Opportunities & Deadlines

Funding Opportunity for Local Tourism Projects Application Deadline Extended to April 2, 2017

In partnership with local communities, OMHT offers grant funding for local tourism projects

Weekly Territory Times



Open to the Public: Listening Sessions following the TDC Board Meetings

This is an invitation to engage in an open-ended conversation with us as our current strategic plan is in its final year and we are in the process of updating it for the 2017-2022 period. As a local tourism partner, your ideas and perspectives are of great value to us as we undertake this effort.

Upcoming Listening Session - Nov. 9, 4-5pm - Molalla Public Library

Comments can be shared in writing or in person. Written comments can be sent to Jim Austin at jim@mthoodterritory.com or via regular mail to CCTCA, 150 Beaver Creek Rd. Suite 245, Oregon City, OR 97045. The Community Listening Session portion of the TDC meeting is in Molalla - Nov. 9th, and Wilsonville - Dec. 14th.

[Read More Here](#)

Opportunities & Deadlines

Calendar of Events 2017
Deadline to Submit Listings
Friday, November 11

[Complete Events Form Here](#)

Be sure to upload a picture when prompted on the form to ensure a unique photo next

Clackamas County Tourism & Cultural Affairs Industry News

September Newsletter

Community Listening Sessions

The Tourism Development Council (TDC) and staff of Clackamas County Tourism & Cultural Affairs (CCTCA) invites you to help us shape our strategic priorities for the next five years. Our current strategic plan is in its final year and we are in the process of updating it for the 2017-2022 period. As a local tourism partner, your ideas and perspectives are of great value to us as we undertake this effort.



Partner participation in this planning process will involve a series of community conversations, surveys and draft priorities being generated between now and next June. Four public "Listening Sessions" are scheduled between September

and December 2016 to hear from our local partners. These sessions are being held in conjunction with regularly scheduled monthly TDC meetings and will take place in communities across the county. The first session is scheduled in Oregon City - Sept. 14th, followed by Welches - Oct. 12th, Molalla - Nov. 9th, and Wilsonville - Dec. 14th.

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The Community Listening Session portion of the TDC meeting in Oregon City - Sept. 14th will begin at 4 p.m.

County Tourism's "Bigfoot" Campaign Wins Prestigious National Award

"Win Bigfoot's Dream Date" was a two-month long social media-based effort that promoted attractions and activities throughout the county, branded as Oregon's Mt. Hood Territory, by using Bigfoot in various videos and photos.



Tourism's Executive Director, Danielle Cowan, receiving the award.

Clackamas County Tourism & Cultural Affairs received top honors once again from the U.S Travel Association, winning Best Social Media Campaign in the nation among Destination Marketing Organizations for their Bigfoot campaign. The Destiny Award was announced at the USTA's annual ESTO conference

Weekly Territory Times



Open to the Public: Listening Sessions following the TDC Board Meetings

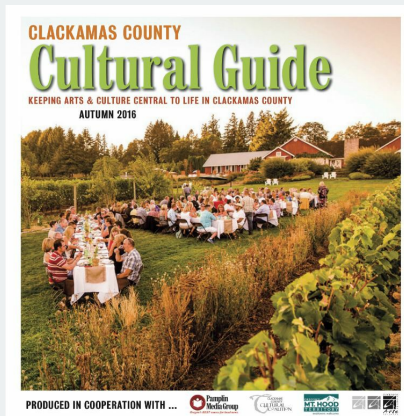
This is an invitation to engage in an open-ended conversation with us as our current strategic plan is in its final year and we are in the process of updating it for the 2017-2022 period. As a local tourism partner, your ideas and perspectives are of great value to us as we undertake this effort.

Upcoming Listening Session - Oct. 12, 4-5pm - The Resort at The Mountain, Welches

Comments can be shared in writing or in person. Written comments can be sent to Jim Austin at jim@mthoodterritory.com or via regular mail to CCTCA, 150 Beaver Creek Rd. Suite 245, Oregon City, OR 97045. The Community Listening Session portion of the TDC meeting in Welches - Oct. 12th, Molalla - Nov. 9th, and Wilsonville - Dec. 14th.

[Read More Here](#)

Opportunities & Deadlines



**Winter Cultural Guide Events Call
Out - Deadline to Submit Events
Listings - Fri. Oct 28**

[Complete Form Here](#)

Contact Barb Randall with questions:
ccaabarbrandall@gmail.com

Weekly Territory Times



Open to the Public: Listening Sessions following the TDC Board Meetings

This is an invitation to engage in an open-ended conversation with us as our current strategic plan is in its final year and we are in the process of updating it for the 2017-2022 period. As a local tourism partner, your ideas and perspectives are of great value to us as we undertake this effort.

Upcoming Listening Session - Dec. 14, 4-5pm - World of Speed Museum, Wilsonville

Comments can be shared in writing or in person. Written comments can be sent to Jim Austin at jim@mthoodterritory.com or via regular mail to CCTCA, 150 Beaver Creek Rd. Suite 245, Oregon City, OR 97045. The Community Listening Session portion of the TDC meeting is in Wilsonville - Dec. 14th.

[Read More](#)

Opportunities & Deadlines

Co-op Advertising Options for Partners

Once Yearly Sign-Up, 2017 PRINT Visitor Guides for:

Weekly Territory Times



Open to the Public: Listening Sessions following the TDC Board Meetings

This is an invitation to engage in an open-ended conversation with us as our current strategic plan is in its final year and we are in the process of updating it for the 2017-2022 period. As a local tourism partner, your ideas and perspectives are of great value to us as we undertake this effort.

Upcoming Listening Session (Rescheduled from December) - Jan. 11, 4-5pm - World of Speed Museum, Wilsonville

Comments can be shared in writing or in person. Written comments can be sent to Jim Austin at jim@mthoodterritory.com or via regular mail to CCTCA, 150 Beaver Creek Rd. Suite 245, Oregon City, OR 97045. The Community Listening Session portion of the TDC meeting is in Wilsonville - Jan. 11th.

[Read More](#)

Opportunities & Deadlines

2017 CPP Grant Funds Available Deadline: February 13, 2017

Applications for Community Partnership Program (CPP) grants are being accepted through February 13, 2017. Funding is available for local tourism projects that have an ability to: 1)

2017-2022 Master Plan

Public Review Period



Please review the [Draft: Tourism Master Plan 2017-2022 Strategic Priorities](#) and give feedback to Jim Austin: jim@mthoodterritory.com no later than Tuesday, June 6.

The Clackamas County Tourism Development Council collected input from partners around the county regarding our current strategic priorities (2012-2017) and what to integrate going into the next 5-year plan. The great feedback we received aided us in our consideration process for establishing our 2017-2022 strategic priorities.

We would now appreciate partner feedback on our draft copy of our 2017-2022 Master Plan before finalizing. Please review the plan and give your feedback to [Jim Austin](#).

[Review Master Plan](#)

Please review and give feedback by Tuesday, June 6:

[Tourism Department Overview - Master Plan & 2017-22 Strategic Priorities](#)





OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

June 15, 2017

Board of County Commissioners
 Clackamas County

Members of the Board:

Entering an Order Forming the Molalla Aquatic District

Stephen L. Madkour
 County Counsel

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

Purpose/Outcomes	Formation of District
Dollar Amount and Fiscal Impact	None
Funding Source	None
Duration	Permanent
Previous Board Action	Petition reviewed and approved January 19, 2017; Second hearing and election ordered on February 9, 2017; Election held on May 16, 2017 approving formation
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Chris Storey, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

In January, the Board of County Commissioners (“Board”) received a petition to form a park & recreation district authorized under Oregon Revised Statute (“ORS”) 266 to be called the Molalla Aquatic District (the “District”). This was a formation proposal to create a new independent district with the same boundaries as the Molalla River School District.

Public hearings were held on January 19th and February 9th on the question, and then the Board ordered an election on the question be held on May 16th for affected voters. The measure passed, and the certified results of the election have been delivered to the Board. The new District is now authorized going forward to levy a permanent tax rate of \$0.29/\$1,000 of assessed value within the boundaries of the District for use of any authorized purpose allowed under ORS 266. The stated intention of the petitioners is for the funding to be used in support of the Molalla Aquatic Center, but statutorily the rate can support any park and recreation service.

The District has an independently elected five member board who are elected at large that will govern it going forward, who were also chosen on May 16th to take office after formation. The initial terms will be staggered based on the number of votes received, with the three highest

vote-receivers being elected to four year terms and the fourth and fifth-highest vote-receivers being elected to two year terms.

The Board's final action as the boundary authority over special districts is to acknowledge the election results and enter an order officially forming the district. A draft of such an order is attached for the Board's consideration. This is not a public hearing since the matter has already been decided by the voters, but rather a ministerial action necessary to complete the process. Some of the petitioners may want to address the Board.

RECOMMENDATION:

Staff respectfully recommends adoption of an order forming the Molalla Aquatic District and acknowledging the initial election of its Board of Directors.

Respectfully submitted,



Chris Storey
Assistant County Counsel

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

In the Matter of the Formation
Of the Molalla Aquatic District



ORDER NO. 2017-_____

WHEREAS, this matter coming before the Board at this time, and it appearing that by Order No. 2017-03 dated January 19, 2017, this Board received and reviewed a citizen-initiated petition for the formation of a parks and recreation district under ORS Chapter 266 to be known as the "Molalla Aquatic District" (the "District") with the boundaries shown on the map attached hereto as Exhibit A and legally described on Exhibit B; and

WHEREAS, it further appearing that pursuant to Board Order 2017-05, this Board ordered an election on the question of formation of the District be held on May 16, 2017; and

WHEREAS, it further appearing that an election was held with respect to the question on May 16, 2017, in which more than a majority of the relevant voters were in favor of formation of the District in the numbers set forth in the Clackamas County Clerk's Certificate of Election attached hereto as Exhibit C; and

NOW, THEREFORE, IT IS HEREBY ORDERED that for all purposes allowed under ORS Chapter 266 as it may be amended from time to time, a parks and recreation district named "Molalla Aquatic District" as legally described on Exhibit A and as shown on the map attached as Exhibit B is hereby formed; and

ORDERED, FURTHER, that pursuant to ORS 266.320(3), the five candidates receiving the highest vote totals as described on Exhibit C are acknowledged as the initial board of the District and shall be assigned terms as required therein.

DATED this 15th day of June, 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

EXHIBIT A
MOLALA RIVER SCHOOL DISTRICT

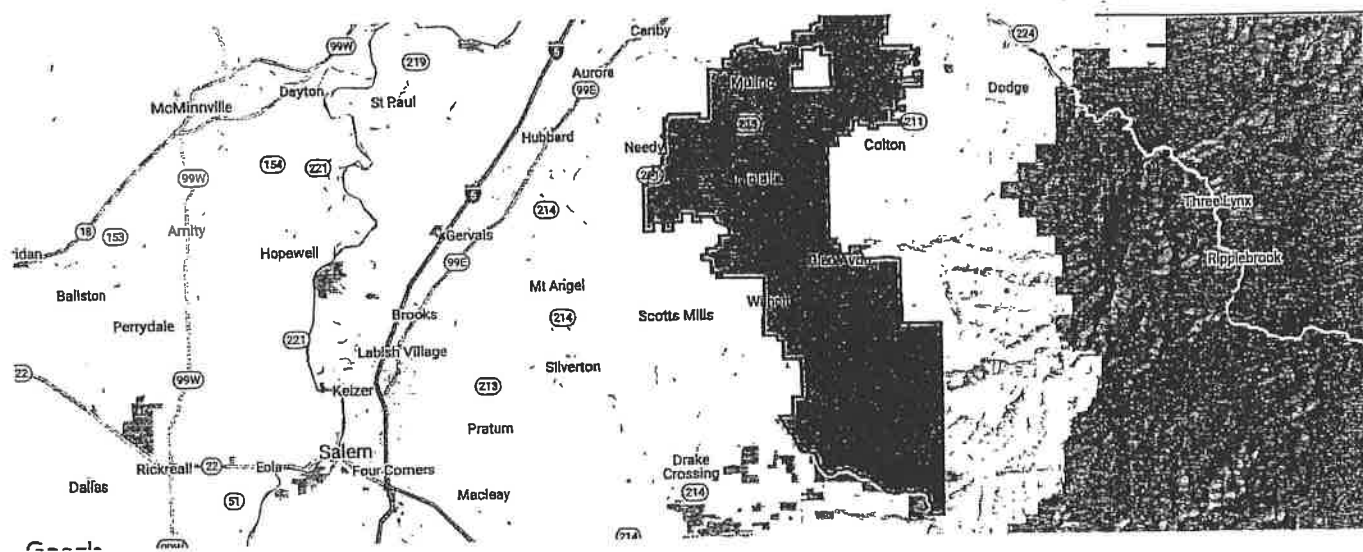
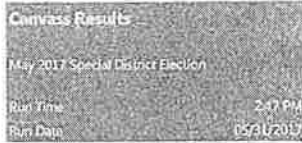


EXHIBIT B

LEGAL DESCRIPTION

The entirety of the Molalla River School District located in Clackamas County, Oregon as that boundary exists on January 1, 2017.

EXHIBIT C
Page 1 of 3



Clackamas County
Special District Election
5/16/2017
Page 272 of 274



Measure 3-516, Formation of Molalla Aquatic District to operate Molalla Aquatic Center

Precinct	Ballots		Cast Votes	Ballot Issues			Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
	Yes	No		Undervotes	Overvotes	White-in				
111	899	377	1276	19	0	0	1295	1295	5138	25.20 %
330	189	81	270	11	0	0	281	281	839	33.49 %
350	134	100	234	2	0	0	236	236	731	32.28 %
351	465	267	732	11	0	0	743	743	2365	31.42 %
352	238	131	369	4	0	0	373	373	1254	29.74 %
511	125	92	217	4	0	0	221	221	796	27.76 %
516	115	136	251	0	0	0	251	251	837	29.99 %
517	144	215	359	6	0	0	365	365	1231	29.65 %
Totals	2309	1359	3708	57	0	0	3765	3765	13191	28.54 %

CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK

BY: *Sherry Hall*

EXHIBIT C
Page 2 of 3



Clackamas County
Special District Election
5/16/2017
Page 267 of 274



Molalla Aquatic District, Directors - Vote for five - 4 year term

Precinct	Neal Lucht	Ralph W. George	Paula Beck	Marilyn Bloch	Eileen Boss	Teresa Stahnbeck	Clara M. Perlman	Cast Votes	Undervotes	Overvotes	Write-In	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters
111	583	366	608	554	465	531	627	3734	2644	8	57	1295	1295	5138
330	171	84	124	88	115	106	140	828	561	2	6	281	281	839
350	93	59	102	86	84	87	112	623	551	0	6	236	236	731
351	332	182	320	275	219	280	330	1938	1724	4	28	742	742	2365
352	174	106	158	130	117	140	196	1021	828	0	16	373	373	1254
511	89	49	103	93	73	87	103	597	489	1	14	221	221	796
516	104	52	107	88	82	99	107	639	599	2	7	251	251	837
517	119	67	123	116	97	99	120	741	1039	3	30	365	365	1231
Totals	1665	985	1645	1430	1252	1429	1735	10121	8435	20	164	3764	3764	13191

CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK

BY:

Sherry Hall

EXHIBIT C
Page 3 of 3



Clackamas County
Special District Election
5/16/2017
Page 268 of 274



Molalla Aquatic District, Directors - Vote for five - 4 year term

Precinct	Turnout Percentage
111	25.20 %
330	33.49 %
350	32.28 %
351	31.37 %
352	29.74 %
511	27.76 %
516	29.99 %
517	29.65 %
Totals	28.53 %

IDENTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK

BY:

June 15, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon Department of
Transportation Rail and Public Transit Division for Operations for
The Mt Hood Express Bus Service

Purpose/Outcomes	Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express bus service to continue transit to Government Camp and other locations in the Mt. Hood area.
Dollar Amount and Fiscal Impact	The total agreement is \$213,982.00 and will be used to pay for operations, including fuel, to operate the bus service. Match funds will be provided by the county, state transportation grants and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	FTA 5311 Rural Transportation funds
Duration	Effective July 1, 2017 and ending on June 30, 2019
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by providing public transit services in rural communities
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S-8338

BACKGROUND:

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with Oregon Department of Transportation Rail and Public Transit Division to operate the Mt Hood Express bus service. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities.

Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007. The agreement is effective July 1, 2017 and continues until June 30, 2019. The agreement was approved by County Counsel on May 11, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2017** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2019** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 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: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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 D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$322,707.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$213,982.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient 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 State by amendment pursuant to Section 11.c hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

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

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

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

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

Recipient may 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. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

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

- i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- iv. The Project would not produce results commensurate with the further expenditure of funds; or
- v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

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

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and

reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- 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.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State 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.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be

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

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- 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, constitutes the entire agreement between the Parties on the subject matter hereof. There are no

understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon
Agreement No. 31910

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

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

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

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

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

State of Oregon, by and through its
Department of Transportation

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

Date _____

APPROVAL RECOMMENDED

By _____ Karyn Criswell

Date _____ 04/12/2017

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Marvin D. Fjordbeck by email
(printed)

Date _____ 03/13/2017

June 15, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of Transportation Rail and
Public Transit Division for 5310 Enhanced Mobility Funds
for Preventative Maintenance Funding for Mt Hood Express
and Purchased Service for Boring Residents

Purpose/Outcomes	Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund preventative maintenance for the Mt Hood Express bus service and purchased services providing elderly and disabled transportation to the Boring area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$122,831. These funds will be used to pay for preventative maintenance for the Mt Hood Express buses, as well as funding to provide community-based elderly and disabled transportation services in the Boring area coordinated by the Sandy Senior and Community Center. Match funds will be provided by Special Transportation Funds and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	Federal Transit Administration 5310 Elderly and Disabled Transportation grant.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	Board Order 010517-A3 on 1/5/17
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S8339

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an intergovernmental agreement with Oregon Department of Transportation Rail and Public Transit Division to fund preventative maintenance for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to medical and social services to elderly and disabled residents. Clackamas County Social Services has received 5310 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007. Match is provided through private contributions. Preventative maintenance funds are also sought for vehicles operated by the Transportation Reaching People program. Match is provided with Special Transportation Funds.

This agreement also funds the continuation of the community-based elderly and disabled transportation services in the Boring area. These services will be coordinated by the Sandy Senior and Community Center. The county has received funding for this service since 2013. Match will continue to be provided with Special Transportation Funds.

The agreement is effective July 1, 2017 and continues until June 30, 2019. The agreement was approved by County Counsel on June 6, 2017.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

Richard Swift, Director
Health, Housing and Human Services

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2017** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2019** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 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: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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 D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$136,890.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$122,831.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient 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 State by amendment pursuant to Section 11.c hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
 - b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
- 7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
- i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

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

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

Recipient may 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. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

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

- i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- iv. The Project would not produce results commensurate with the further expenditure of funds; or
- v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

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

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and

reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- 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.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State 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.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be

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

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- 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, constitutes the entire agreement between the Parties on the subject matter hereof. There are no

understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon
Agreement No. 32176

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

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

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

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

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

State of Oregon, by and through its
Department of Transportation

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

Date _____

APPROVAL RECOMMENDED

By _____ Karyn Criswell

Date _____ 05/15/2017

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 15, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract Amendment #9, Renewal #4 with Bridges to Change Inc. for Transitional Housing and Mentoring Services of Community Corrections' clients

Purpose/Outcome	Amendment #9 increases the max value by \$5,905.68 and Renewal #4 extends the term through June 30, 2018.
Dollar Amount and Fiscal Impact	\$1,018,842.00
Funding Source	State CCA Grant-in-Aid and Measure 57 funds as well as General fund
Duration	July 1, 2017-June 30, 2018
Previous Board Action/Review	Annual renewal
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Contact Person	Captain Jenna Morrison, Director, Community Corrections – 503-655-8725

BACKGROUND: In 2013 the Board of County Commissioners approved the current contract with Bridges to Change, Inc. to provide transitional housing and mentoring services to 180+ offenders transitioning from Department of Corrections, Alcohol & Drug treatment, and Community Corrections Residential Services. During the term of this contract, additional services have been added to address the needs of our clients. We have added mental health housing for eight women as well as an addition four mentors and two case managers throughout the programs. This is the fourth and final renewal of this contract.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this amendment and renewal with Bridges to Change, Inc. to continue to provide transitional housing and mentoring services for Community Corrections clients.

Respectfully submitted,

Captain Jenna Morrison
Director, Community Corrections

AMENDMENT #9 / RENEWAL #4

TO THE CONTRACT DOCUMENTS WITH BRIDGES TO CHANGE, INC. FOR THE TRANSITIONAL HOUSING AND MENTORING SERVICES PROJECT

This Amendment #9 / Renewal #4 is entered into between Bridges to Change, Inc. (“Contractor”) and Clackamas County Community Corrections (“County”) and it shall become part of the Contract documents entered into between both parties on September 26, 2013.

The Purpose of the Amendment #9 / Renewal #4 is to make the following changes to the Contract;

1. Section I. **COMPENSATION** is hereby changed as follows:
County is exercising the option to renew the final one (1) year renewal option. The Contract termination date is changed from June 30, 2017 to **June 30, 2018**.
The annual Compensation is not to exceed **\$1,018,482.00**. The updated Scope of Work for FY 2017/2018 as well as the program cost sheet is attached as **Exhibit A** and hereby incorporated by reference.

Original Contract Amount	\$ 580,476.00
Amendment #1	\$ 97,323.00 Additional Services
Amendment #2	\$ 11,724.00 <i>through 12/31/2013 only*</i>
Amendment #3 / Renew #1	\$ 677,799.00 ** FY 2014/2015
Renewal #2	\$ 677,799.00 FY 2015/2016
Amendment #4	\$ 140,000.00 Additional Services
Amendment #5	\$ 20,762.52 Additional Services
Amendment #6	\$ 169,932.00 Additional Services
Amendment #7	\$ 16,763.20 Additional Services ***
Renewal #3	\$1,025,256.72 FY 2016/2017
Amendment #8	\$ <12,680.40> Change in Services****
<u>Amendment #9 / Renewal #4</u>	<u>\$1,018,482.00 FY 2017/2018</u>
Maximum Contract Total:	\$4,423,637.04

*Amendment #2 was for services from 10/1/2013 to 12/31/2013 only.

**Renewal #1 included Amendment #1 + the original contract amount. Additionally, contract period was changed from Oct 1 -- Sept 30 to July 1 – June 30.

*** Renewal #3 includes Amendments 4 through 7.

**** This Amendment #8 reduces the annual contract amount to \$1,012,576.32.

2. Retroactive Approval: The County and Contractor hereby reaffirm all prior approvals and actions relating to this Contract, including all Renewals and Amendments.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

By signature below, the parties agree to this Amendment #9 / Renewal #4, effective upon the date of the last signature below.

Bridges to Change, Inc.
10570 SW Washington St. Ste. 201
Portland OR 97216

Clackamas County Board of County
Commissioners by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone/Fax Number

Approved as to Form:

201316-94
Oregon Business Registry #

County Counsel

DNP / Oregon
Entity Type / State of Formation

Date

EXHIBIT A

Scope of Work

Bridges to Change, Inc. for Community Corrections for Fiscal Year 2017/2018

Transitional Housing/4 Mentors:

Bridges to Change (BTC) will provide housing for 41 post-prison offenders transitioning into the community. Community Corrections (CC) will provide funds for occupancy, case management and administrative expenses. Occupancy expenses are costs related to operating the building. Typical occupancy costs include items such as normal repairs and maintenance, utilities, cleaning of the building, landscape maintenance, security of the building, building rent/lease payments, pest control, elevator servicing, property insurance, and salaries of personnel who repair or protect the building's condition. Typical administrative expenses include program and administrative staffing and benefits, telephone, cable services, non-building related expenses, and program costs such as client transportation costs. Clients may stay up to 90 days based on client need. Core services include: 4.0 Full Time Equivalent (FTE) peer mentors maintenance of a drug-free environment, accessing recovery support, provision of resource information and referrals, including a follow-up process, to appropriate linkages with outside agencies (e.g. food stamps, emergency food services, housing resources, medical services, and employment services: access to meals or the ability to prepare meals.

Haven House-Men's Mental Health Housing/1 Mentor/1 Onsite Case Manager:

Provide 12 beds for men who are referred through CC who meet criteria for co-occurring disorders. BTC will have clear medication policy approved by CC on how participants access medication daily. BTC will provide 1.0 FTE live in Case Manager who will provide on-site supervision and assist participants with case management in collaboration with peer mentor and CC. BTC will provide weekly Multidisciplinary team (MDT) meetings for program and client update to CC. BTC will provide 0.5 FTE peer mentor who will assist participants with case management such as: applying for health care, accessing mental health treatment, accessing Social Security Income/Social Security Disability (SSI/SSD), job readiness and employment search where applicable, reinforce pro-social behaviors, provide skills groups, guide through the phases of the program supportively, following through with health care appointments, accessing recovery support, and other case management duties as requested.

Serenity House-Women's Mental Health Housing/0.5 Mentor/1 Onsite Case Manager:

Provide eight beds for women who are referred through CC who meet criteria for co-occurring disorders. BTC will have clear medication policy approved by CC on how participants access medication daily. BTC will provide 1.0 FTE live in Case Manager who will provide on-site supervision and assist participants with case management in collaboration with peer mentor and CC. BTC will provide weekly Multidisciplinary team (MDT) meetings for program and client update to CC. BTC will provide 0.5 FTE peer mentor who will assist participants with case management such as: applying for health care, accessing mental health treatment, accessing SSI/SSD, job readiness and employment search where applicable, reinforce pro-social behaviors, provide skills groups, guide through the phases of the program supportively, following through with health care appointments, accessing recovery support, and other case management duties as requested.

Transition Center – 2.5 Mentors:

BTC will provide 2.5 FTE Mentors to assist participants of the Transition Center and Short Term Transitional Leave with case management such as: accessing recovery support, applying for health care, accessing mental health treatment, accessing SSI/SSD, job readiness and employment search where applicable, reinforce pro-social behaviors, provide skills groups, guide through the phases of the program supportively, following through with health care appointments, accessing recovery support, organize weekly Dual Diagnosis Anonymous (DDA) meetings, and other case management duties as requested.

Corrections Substance Abuse Program (CSAP) – 2 Mentors:

BTC will provide 1.0 FTE female and 1.0 FTE male mentors for the men's/women's Corrections Substance Abuse Program (CSAP) programs. Mentors will act as role models, attend staff meetings, complete reports, facilitate classes and groups as assigned, transport clients to recovery meetings, help clients develop support network, build recovery programs, and assist in developing full-time employment and housing if needed. Mentors will report any possible law, or CC requirement violations by clients to administrative staff.

Cost breakout next page.

BUDGET YEAR 2017 / 2018

	charge to			
PROGRAM:	per invoice	monthly	yearly	
Transitional housing	\$19,238.00	\$19,238.00	\$230,856.00	Housing (incl personnel)
Mentors 4 FTE	\$20,336.00	\$20,336.00	\$244,032.00	Mentors
	\$39,574.00	\$39,574.00	\$474,888.00	
Haven House	\$2,280.00	\$2,280.00	\$27,360.00	Housing
Men's Mental Health Mentor 1 FTE	\$5,084.00	\$5,084.00	\$61,008.00	Mentors
Onsite Case Manager 1 FTE	\$4,600.00	\$4,600.00	\$55,200.00	CM
	\$11,964.00	\$11,964.00	\$143,568.00	
Serenity House	\$3,248.00	\$3,248.00	\$38,976.00	Housing
Women's Mental Health Mentor .5 FTE	\$2,542.00	\$2,542.00	\$30,504.00	Mentors
Onsite Case Manger	\$4,600.00	\$4,600.00	\$55,200.00	CM
	\$10,390.00	\$10,390.00	\$124,680.00	
Transition Center -Mentor 1.5FTE	\$7,626.00	\$7,626.00	\$91,512.00	Mentors
Justice Reinvestment fund 1 FTE	\$5,084.00	\$5,084.00	\$61,008.00	Mentors
	\$12,710.00	\$12,710.00	\$152,520.00	
CSAP - Corrections Substance Mentor 2 FTE	\$10,168.00	\$10,168.00	\$122,016.00	Mentors
Abuse Program				
Total	\$84,806.00	\$84,806.00	\$1,017,672.00	
			\$810.00	*
Annual Total			\$1,018,482.00	
Total monthly invoice			\$84,873.50	
			\$810.00	

*Manage Attendance
 --see Transitional housing

DRAFT

Approval of Previous Business Meeting Minutes:

April 27, 2017

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, April 27, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader**

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced today is National Bring Our Daughters and Sons to Work Day. The Board acknowledged the Children of County employees in the audience and asked the Children to come up for a photo with the Commissioners.

I. PRESENTATION

1. Clackamas County Dog Services Adoption Story
Sarah Holcombe, Dog Services presented a PowerPoint presentation that highlighted one of the successful adoption at Clackamas County Dog Services.
~Board Discussion~

I. CITIZEN COMMUNICATION

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

1. Carol Mastronarde, Jennings Lodge – concerns regarding development in Jennings Lodge area and the lack of response from the Planning Dept.
2. Scott Connors, Government Camp – spoke in support of consent agenda items E. 1&2.
3. Les Poole, Gladstone – honoring Mack Woods who passed away last weekend.

III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. **ZDO-262** - Adoption of Zoning and Development Ordinance 262, Amendments to the Zoning and Development Ordinance to Implement and Administer State Law Applicable to the Natural Resource Zoning Districts - *Previously Approved at the March 22, 2017 Land Use Hearing*

Nate Boderman, County Counsel presented the staff report.

Chair Bernard asked for a motion to read ZDO-262 by title only.

MOTION:

Commissioner Humberston: I move we read ZDO-262 by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

Chair Bernard asked the Clerk to read ZDO-262 by title only, then asked for a motion to adopt.

MOTION:

Commissioner Savas: I move we adopt Zoning & Development Ordinance 262, Amendments to the Zoning and Development Ordinance to implement and administer State Law Applicable to the Natural Resource Zoning Districts as previously approved at the March 22, 2017 land use hearing.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

2. **ZDO-263** - Adoption of Zoning and Development Ordinance 263, Amendments to the Zoning and Development Ordinance to Implement Changes to the County's Marijuana Related Land Use Regulations - *Previously Approved at the March 22, 2017 Land Use Hearing*

Nate Boderman, County Counsel presented the staff report.

Chair Bernard asked for a motion to read ZDO-263 by title only.

MOTION:

Commissioner Humberston: I move we read ZDO-263 by title only.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

Chair Bernard asked the Clerk to read ZDO-263 by title only, then asked for a motion to adopt.

MOTION:

Commissioner Humberston: I move we adopt Zoning & Development Ordinance 263, Amendments to the Zoning and Development Ordinance to Implement Changes to the County's Marijuana Related Land Use Regulations as previously approved at the March 22, 2017 land use hearing.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

IV. PUBLIC HEARINGS

1. **Board Order No 2017-31** Initiating a Transfer of Jurisdiction from Clackamas County to the City of Wilsonville for a Portion of Stafford Road, Market Road #12, and Advance Road, County Roads 1208 and X-24

Rick Maxwell, Dept., of Transportation & Development presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak.

1. Les Poole, Gladstone – spoke in support.

Chair Bernard closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we approve the Board Order Initiating a Transfer of Jurisdiction from Clackamas County to the City of Wilsonville for a Portion of Stafford Road, Market Road No. 12, and Advance Road, County Roads 1208 and X-24.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

2. **Resolution No. 2017-32** for a Clackamas County Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2016-2017

Diane Padilla, Budget Manager presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Humberston: I move we approve the Resolution for a Clackamas County Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2016-2017.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

V. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with Multnomah County for the Reduction of Opioid Overdose and Death Program – *Public Health*
2. Approval for a Revenue Agreement with CareOregon for Dental Health Expansion – *Health Centers*
3. Approval for a Revenue Agreement with CareOregon for Dental Health Expansion to Update Existing Equipment and the Purchase of Additional Equipment – *Health Centers*

4. Approval of a Grant Agreement from the US Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*
5. Approval of a Grant Agreement from the US Department of Housing and Urban Development (HUD), Supportive Housing Program for the Rent Well Rapid Re-Housing Program – *Social Services*
6. Approval of a Grant Agreement from the US Department of Housing and Urban Development (HUD), Housing Our Families – *Social Services*
7. Approval of a Grant Agreement from the US Department of Housing and Urban Development (HUD), Coordinated Housing Access System – *Social Services*

B. Finance Department

1. **Resolution No. 2017-33** for a Clackamas County Supplemental Budget Less than 10% for Fiscal Year 2016-2017
2. **Resolution No. 2017-34** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017
3. **Resolution No. 2017-35** for Clackamas County for Transfer of Appropriations for Fiscal Year 2016-2017

C. Elected Officials

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

D. Department of Disaster Management

1. Approval of Fiscal Year 2015 Urban Area Security Initiative Sub-recipient Grant Agreement with the City of Milwaukie

E. Public & Government Affairs

1. **Board Order No. 2017-36** Approving the Transfer of the Cable Television Franchise of Government Camp Cable, Inc. to Mt. Hood Management, LLC, dba Government Camp Communications
2. **Board Order No. 2017-37** Approving the Renewal of the Cable of the Cable Television Franchise Agreement for the Use of the County Right-of-Way by Government Camp Cable, Inc.

VI. DEVELOPMENT AGENCY

1. Approval of a Funding Agreement between Clackamas County Development Agency and North Clackamas School District for Improvements to Mt. Scott Elementary School

VII. WATER ENVIRONMENT SERVICES

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

1. Approval of Amendment No. 2 to the Contract Documents with Brown and Caldwell, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services

2. Approval of Amendment No. 2 to the Contract Documents with Herrera Environmental Consultants, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services
3. Approval of Amendment No. 2 to the Contract Documents with Otak, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services
4. Approval of Amendment No. 2 to the Contract Documents with Parametrix, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services
5. Approval of Amendment No. 2 to the Contract Documents with Waterways Consulting, Inc. and Clackamas County Service District No. 1 for On-Call Surface Water Technical Services
6. Approval of Amendment No. 2 to the Contract Documents with Brown and Caldwell, Inc. and Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services
7. Approval of Amendment No. 2 to the Contract Documents with Herrera Environmental Consultants, Inc. and Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services
8. Approval of Amendment No. 2 to the Contract Documents with Otak, Inc. and Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services
9. Approval of Amendment No. 2 to the Contract Documents with Parametrix, Inc. and Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services
10. Approval of Amendment No. 2 to the Contract Documents with Waterways Consulting, Inc. and Surface Water Management Agency of Clackamas County for On-Call Surface Water Technical Services

VIII. COUNTY ADMINISTRATOR UPDATE

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

IX. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:16 AM

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



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

June 15, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for an Amendment
State of Oregon Intergovernmental Agreement Number 147911

Purpose/Outcomes	The purpose of this amendment is to extend the Intergovernmental Agreement with the State of Oregon through the Department of Human Services by two more years from June 30, 2017 to June 30, 2019.
Dollar Amount and Fiscal Impact	The maximum payable amount of this agreement is \$387,458. Payments of \$24,216 are expected to be made quarterly for 16 quarters. No match is required. Funds will be used to offset the salary and fringe costs of the FTE Juvenile Deputy District Attorneys (DDAs).
Funding Source	State of Oregon, acting by and through its Department of Human Services
Safety Impact	The District Attorney's Office has two full-time deputy district attorneys dedicated to juvenile dependency cases. Each DDA is focused on the safety, permanency and well-being of the children involved.
Duration	Effective July 1, 2015 through June 30, 2019
Previous Board Action/Review	April 2, 2015 - C.2; BCC Approved IGA
Contact Person	Bob Willson, Administrative Analyst 2 – District Attorney's Office, 503-650-3011
County Counsel	Approved as to form on May 23, 2017

BACKGROUND:

The Board approved the first Intergovernmental Agreement between the District Attorney's Office and the Department of Justice to increase involvement in or otherwise improve the quality of juvenile dependency proceedings on March 13, 2008. Since entering into this IGA, the District Attorney's Office has reviewed over 2,000 juvenile dependency cases.

RECOMMENDATION:

I respectfully recommend that the Board approve the Intergovernmental Agreement Amendment between the Department of Human Services and the District Attorney's Office.

Respectfully submitted,

John S. Foote



Agreement Number 147911

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **01** to Agreement Number **147911** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Clackamas County
Jim Bernard, Commission Chair
2051 Kaen Rd.
Oregon City, OR 97045
Telephone: 503 / 655-5581
Facsimile: 503 / 742-5919
E-mail address: bcc@clackamas.us**

(“County”), and

**Clackamas County District Attorney
John Foote
807 Main Street, Room 7
Oregon City, OR 97045
Telephone: 503 / 650-3011
Facsimile: 503 / 650-8943
E-mail address: Rwillson@co.clackamas.or.us**

(the “District Attorney,” or “DA,”) acting pursuant to Article VII, Section 17 (original) of the Oregon Constitution.

- 1.** Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) July 1, 2017 or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.

2. The Agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

a. Section 1. **Effective Date and Duration** is amended as follows:

This Agreement when fully executed by all parties and approved as required by applicable law shall become effective July 1, 2015 through ~~June 30, 2017~~ **June 30, 2019**, unless terminated earlier in accordance with its terms. Agreement termination or expiration shall not extinguish or prejudice any party's right to enforce this Agreement with respect to any default by another party that has not been cured.

b. Section 3. **Consideration a. and b.** is amended as follows:

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$193,729.00~~ **\$387,458.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. DHS will pay only for completed Work under this Agreement, and may make interim payments as follows:

Designated Funds	Effective Dates	Amount	Quarterly Payment
State General Funds	July 1, 2015 – June 30, 2017 <u>2019</u>	\$193,726.00 <u>\$387,458.00</u>	\$24,216.12

c. EXHIBIT A, Part 2, Payment and Financial Reporting is amended as follows:

State General Funds

1. ~~Of the not to exceed amount listed in Article 3 of this Agreement, DHS will pay one eighth of the State General Funds NTE~~ **County and District Attorney the quarterly amount due** at the end of each quarter, in equal installments, ~~in accordance with requirements set forth under paragraph 3 of this Exhibit as described in Section 3. Consideration.~~ DHS will not pay County ~~and~~ **or** District Attorney any amount in excess of the amount stated in Article IV of this Agreement for completing the Work, ~~;~~ **DHS** will not pay County or District Attorney severally and will not pay for Work performed after the termination or expiration of ~~the~~ **this** Agreement. DHS ~~also~~ will not pay for work performed on cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.

2. DHS may examine invoices and audit and review the actual expenses of the County and District Attorney to ensure that the payments under this Agreement are reasonable and necessary, and to ensure that the County's and DA's expenses are

in accordance with applicable federal regulations and this Agreement. If DOJ, DHS, the Oregon Secretary of State's Office or the federal government finds, from an audit and review, that the County or District Attorney has made expenditures from the funds under this Agreement for expenses that are not reasonable and necessary or are not in accordance with applicable federal regulations or this Agreement, County and District Attorney shall promptly refund the monies so expended to DHS upon request.

The County or District Attorney shall forward to DHS a certification of the work performed (form attached) and claiming the one-eighth amount at the close of each calendar quarter

3. Certifications must be sent to DHS for review and approval at the following address:

Oregon Department of Human Services
~~Aimee Diekson~~ **Tom Progin**
500 Summer Street NE, E93
Salem, Oregon 97301

Questions about invoices may be made to at the above address or at juvenile.dependencyinvoices@dhsosha.state.or.us

DHS must receive all quarterly certifications by ~~October 1, 2017~~ **October 1, 2019**.

3. Certification.

- a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
- (1) The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - (2) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (3) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
 - (4) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County’s signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County

certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **County Data.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): County of Clackamas, Oregon

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR 97045

Email address: marcg@co.clackamas.or.us

Telephone: (503)742-5400 Facsimile: (503)742-5401

Federal Employer Identification Number: 936002286

Proof of Insurance:

Workers' Compensation Insurance Company: Self-Insured

Policy #: Self-Insured Expiration Date: Continuous

County shall provide proof of Insurance upon request by DHS or DHS designee.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County
By:

Authorized Signature Printed Name Title Date

DISTRICT ATTORNEY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County District Attorney

Authorized Signature John S. Foote District Attorney
Printed Name Title Date

State of Oregon acting by and through its Department of Human Services
By:

Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General 05/11/2017

Assistant Attorney General Date



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

June 15, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for an Amendment
State of Oregon Intergovernmental Agreement Number 148537

Purpose/Outcomes	The purpose of this amendment is to extend the Intergovernmental Agreement with the State of Oregon through the Department of Human Services by two more years from June 30, 2017 to June 30, 2019 and to add an additional \$13,000 to this additional time period.
Dollar Amount and Fiscal Impact	The maximum payable amount of IGA #148537 is \$323,000 as reimbursement to the District Attorney's Office for allowable Title VI-E expenditures. No match is required.
Funding Source	Federal Title IV-E Funding that is passed through the State of Oregon, acting by and through the Department of Human Services
Safety Impact	The District Attorney's Office has two full-time deputy district attorneys dedicated to providing legal support for juvenile dependency cases. Both DDA's focus on the safety, permanency and well-being of the children involved.
Duration	Effective July 1, 2015 through June 30, 2019
Previous Board Action/Review	May 15, 2015 – D.2; BCC Approved IGA
Contact Person	Bob Willson, Administrative Analyst 2 - District Attorney's Office, 503-650-3011
County Counsel	Approved as to form on May 31, 2017

BACKGROUND:

On February 12, 2013, the Board approved an amendment to add Federal Title IV-E funding to the 2013-2015 Juvenile Dependency IGA.

Since then, the Department of Human Services made the decision to separate the 2015-2017 agreements by funding source, i.e., State General Fund and Federal Fund. The Board approved the 2015-2017 State Funded IGA on April 2, 2015. The maximum reimbursement in the 2015-2017 Title IV-E for legal services provided under this agreement has not been reduced.

RECOMMENDATION:

I respectfully recommend that the Board approve the attached Intergovernmental Agreement Amendment between the Department of Human Services and the District Attorney's Office.

Respectfully submitted,

John S. Foote



Agreement Number 148537

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **01** to Agreement Number **148537** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Clackamas County
Jim Bernard, Commission Chair
2051 Kaen Road
Oregon City, Oregon 97045
Telephone: (503) 655-8581
Facsimile: (503) 742-5919**

hereinafter referred to as “County,” acting by and through the:

**Office of the Clackamas County District Attorney
John Foote, District Attorney
807 Main Street Room 7
Oregon City, Oregon 97045
Telephone: (503) 655-8431
Facsimile: (503) 650-8943
Email: johnfoote@co.clackamas.or.us**

hereinafter referred to as “District Attorney.”

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) **June 30, 2017** or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows. Language to be deleted or replaced is ~~[bracketed and struck through]~~; new language is **underlined and bold**:

- a. **Section 1 “Effective Date and Duration”** of the Agreement is hereby amended to extend the Agreement end date, as follows:
- “This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on July 1, 2015, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on [~~June 30, 2017~~] **June 30, 2019**. Agreement termination or expiration shall not extinguish or prejudice any party’s right to enforce this Agreement with respect to any default by any other party that has not been cured.”
- b. **Section 3 “Consideration,” subsection (a)** of the Agreement is hereby amended to change the total not-to-exceed amount of the Agreement, as follows:
- a. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes any allowable expenses, is [~~\$155,000.00~~] **\$323,000.00**. DHS will not pay County or District Attorney any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- c. On July 1, 2017, **Attachment 1 “Example Title IV-E Reimbursement Form and Instructions”** of the Agreement is hereby superseded and restated in its entirety, as set forth in Attachment 1 “Example Title IV-E Reimbursement Form and Instructions,” attached hereto and incorporated herein by this reference. Attachment 1 effective July 1, 2017 has changes from the previous version identified and highlighted for reference only. The ‘Juvenile Dependency Title IV-E Claim Form’ itself, although substantially unchanged, has been replaced in its entirety.

3. **Certification.**

- a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
- (1) The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - (2) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging

small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
 - (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

(Remainder of page intentionally left blank)

4. County Data. County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): County of Clackamas, Oregon

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR 97045

Email address: marcg@co.clackamas.or.us

Telephone: (503) 742-5400 Facsimile: (503) 742-5401

Proof of Insurance:

Workers' Compensation Insurance Company: Self-Insured

Policy #: Self-Insured Expiration Date: Continuous

County shall provide proof of Insurance upon request by DHS or DHS designee.

(Remainder of page intentionally left blank)

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County
By:

Authorized Signature

Printed Name

Title

Date

Clackamas County District Attorney
By:

Authorized Signature

John S. Foote

Printed Name

District Attorney

Title

Date

State of Oregon acting by and through its Department of Human Services
By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey J. Wahl, Senior Assistant Attorney General
Department of Justice

05/22/2017

Date

Attachment 1

Example Title IV-E Reimbursement Form and Instructions

Version effective July 1, 2017 with changes identified from the previous version

(Language added is bold and underlined ; language deleted is bracketed with a single line drawn through)

Instructions for DHS Juvenile Dependency “Title IV-E Claim Form”:

The claim form has been developed in Excel and should be completed electronically, then printed for signature and submitted via email/electronically. Please submit the completed claim form to DHS to the email address listed on the last page of these instructions. Each claim form must include an identifying number assigned by your accounting office to ensure the funds are routed to the appropriate department (invoice, grant or fund). DHS will provide confirmation of receipt of claim form and the date the form is submitted for payment. The DA must maintain documentation to support the information reported on the form. The supporting documentation is subject to review, upon request by DHS, and is subject to audit by state and federal auditors (does not have to be attached to quarterly claim form). **The County will track the Not-to-Exceed (“NTE”) balance on each claim form to ensure no claim is submitted which would exceed the agreed upon amount, and will notify DHS of the need to increase the NTE, by amendment, when necessary.** DHS may update and modify the claim form as needed for accounting and federal compliance.

The methodology for tracking the percentage of time staff spent on Child Welfare dependency cases must be approved by DHS. A daily time tracking methodology is recommended, but must be no less than one random five consecutive day period per quarter. A time tracking methodology has been developed in Excel and is available for use. The DA must maintain this documentation in support of claim all forms submitted.

Please complete the blue shaded sections of the claim form as follows:

- A. County Identification and Amount Claimed. Record the county name, [~~and mailing address~~] **mailing address and Invoice number**. Include the date the form is completed, the quarter for which the claim is being submitted, and the amount of the quarterly claim. The first quarter of the Federal Fiscal Year is the month of October. The Total Quarterly Reimbursement amount is calculated automatically after all data has been input
- B. Qualifying Children’s Cases Worked. For each Qualified Child who had Work performed on the Child’s case during the reporting quarter, record the Child’s name and birth date. A Qualifying Child is a child who, at the time Work was performed on the child’s case, was at any point in the juvenile dependency process between the filing of a dependency petition and entry of a disposition order on the merits on all allegations in that petition.

Work includes any of the acts to be performed and requirements to be fulfilled by the District Attorney as described in the Agreement. List a Qualified Child only once each quarter, regardless of the number of time Work was performed on the Child’s case. If work is performed on a case involving multiple Qualified Children, list all children on the

form. If the District Attorney's office prefers, a separate list of Qualified Children and their birth dates may be attached as long as reference to it is made on the claim form.

- C. Eligible personnel costs. Record the name of each staff member who worked on the qualifying cases. Record their "Salary and Fringe Benefits" for the quarter and the "Percentage of Time Spent on CW Cases" worked for the quarter on the qualifying cases. The "Eligible Cost" field will automatically calculate.

Personnel costs include the salary (including any overtime or other differential) and other personnel expenses such as health insurance, retirement, and other employee benefits paid for the quarter to, or on behalf of, the staff member listed.

Enter the number of staff members listed to calculate the average percentage of time spent working on CW Cases during the quarter.

- D. Other Operating Expenses. Record the amount of "Other Operating Expenses" for the quarter for each staff person reported in section C above.

Other operating expenses includes:

- a. Service and supplies necessary for legal staff working on Child Welfare cases.
- b. Costs associated with legal actions for Child Welfare cases including filing fees, costs for expert witnesses, and transcription costs.
- c. Costs for travel and training for legal staff who work on Child Welfare cases, including participating in Child Welfare training.
- d. Genetic testing to determine paternity to expedite a court case.

Note: The *eligible cost* for Other Operating Expenses (averaged) is automatically calculated by the total average percentage of time spent on child welfare cases multiplied by the Operating Expenses reported. The eligible cost is 100% for Other Operating Expenses (traceable, such as Witness Expenses) before required federal calculations.

- E. Total Reimbursable Costs. The field represents the total costs that will be used to calculate the Title IV-E reimbursement for the quarter.
- F. DHS Foster Care IV-E Eligibility Rate. The "Eligibility Rate" is automatically multiplied by the "Total Reimbursable Costs" which is then multiplied by the Federal IV-E Administrative Reimbursement Rate.
- G. Federal IV-E Administrative Reimbursement Rate. The federal reimbursement rate for Title IV-E administrative costs is 50%. The federal reimbursement rate of 50% is automatically multiplied by the results of the "Eligibility Rate" multiplied by the "Total Reimbursable Costs". The result of this calculation will be the total Title IV-E reimbursement for the quarter.

- H. Total Reimbursement for Quarter. This total will also automatically fill the cell at the top right portion of the form named “Total Quarterly Reimbursement”.
- I. Certification. The District Attorney must sign the certification and submit the claim form to DHS after the close of each calendar quarter. The first quarter for which a claim can be submitted will be the quarter ending September 30, 2015. Claim forms should be submitted within 30 days of the end of the quarter. Include the name of the person responsible for preparing the report and their contact phone number. Federal Compliance utilizes the Federal Fiscal Year beginning October 1st
- J. **NTE Tracking. In the lower right corner of the claim form there is a section for NTE Tracking. The county will enter the NTE at the time of making the current claim. The field for “This Claim” will automatically be populated with the amount of the current claim after the form has been completed. The “NTE Less This Claim” will automatically calculate the difference between “NTE” and “This Claim.” The User will enter the amount “Paid to Date.”**
- K.** DHS Validation. For DHS use only.

DHS will verify the county claim forms, request the funds from the federal government, and retain the official claim documentation submitted by the counties. Upon approval of the claims, DHS will then make the appropriate payments to the participating counties.

The DHS contact for processing Title IV-E Claim Forms is:

Oregon Department of Human Services
Office of Child Welfare Program
Attention: Chris Whitnell
500 Summer Street NE E-16
Salem, Oregon 97301-1097
E-mail: chris.whitnell@state.or.us
Telephone: (503) 947-5246

The DHS contact for questions and comments, and back-up for processing Title IV-E Claim Forms, is:

Oregon Department of Human Services
Office of Child Welfare Program
Attention: Elizabeth Lair
500 Summer Street NE E-16
Salem, Oregon 97301-1097
E-mail: elizabeth.lair@state.or.us
Telephone: (503) 569-3815

**DEPARTMENT OF HUMAN SERVICES
JUVENILE DEPENDENCY
TITLE IV-E CLAIM FORM**

A.	County:		Invoice # Below	Report Date:	
	Mailing Address:			Quarter Ended:	
	City, State, Zip:		Total Quarterly Reimbursement		\$ -

B. Qualifying Children's cases worked during quarter:
See attached:

	Employee Name	Quarterly Salaries and Fringe Benefits	% of Time Spent on CW Cases	Eligible Cost
				\$ -
				\$ -
				\$ -
				\$ -

# Employees Listed	2	Average % in Qtr	0%	\$ -
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D.	Other Operating Expenses Untracked	\$ -		\$ -
	Expert Witness Expenses	\$ -		\$ -
	Tracked Dependency Supplies	\$ -		\$ -
	Tracked Training/Travel Expenses	\$ -		\$ -

E.	Total Reimbursable Costs			\$ -
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F.	DHS Foster Care IV-E Eligibility Rate		63.49%	
-----------	---------------------------------------	--	--------	--

G.	Federal IV-E Administrative Reimbursement Rate 50%		x 63.49% & x 50%	\$ -
-----------	--	--	------------------	------

	Federal IV-E Enhanced Training/Travel Reimbursement Rate 75%		x63.49% & x 75%	\$ -
--	--	--	-----------------	------

H.	Total Reimbursement for Quarter (Title IV-E)			\$ -
-----------	--	--	--	------

	Adjustment Addition		\$0.00	
--	---------------------	--	--------	--

	Adjustment Subtraction		\$0.00	
--	------------------------	--	--------	--

	Adjusted Total Reimbursement for Quarter (Title IV-E)			\$ -
--	--	--	--	-------------

I. Certification:

The District Attorney performed all work for which reimbursement is sought in accordance with Title IV-E Intergovernmental Agreement. I certify the public funds are not federal funds, and are not used to match or provide maintenance of effort for other federal funds. The records documenting these public fund expenditures are on file and are available for review by state and/or federal government upon request.

	Signature:		Prepared by:
	Typed Name:		Name:
	Title:		Contact Phone:

K.	DHS Validation	Sign:	Date:	NTE	
		Calculation correct:		This Claim	\$ -
		Amount claimed correct:		NTE Less this claim	0.00
		Date paid to County:		Paid to Date:	



NANCY S. BUSH
DIRECTOR

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

June 15, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for FY2017 Emergency Management Performance Grant
between Clackamas County and the State of Oregon

Purpose/Outcomes	The FY2017 Emergency Management Performance Grant (EMPG) will reimburse Clackamas County Disaster Management (CCDM) for up to 50% of pre-identified program costs.
Dollar Amount and Fiscal Impact	The grant agreement total value is anticipated to be \$150,000 or less; however, the exact award amount is not yet known. The grant is a 50% federal share grant that will reimburse CCDM for up to fifty percent of salaries and benefits of six employees.
Funding Source	FY 2017 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
Duration	Estimated to be effective July 1, 2017 and terminate on June 30, 2018
Previous Board Action	The Board approved the application for the FY16 EMPG grant on May 10, 2017. The FY16 EMPG agreement was approved by the Board on January 26, 2017.
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Contact Person	Nancy Bush, Director – Disaster Management Department, 503-655-8665
Contract No.	Unknown

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.

RECOMMENDATION:

Staff respectfully recommends Board approval of the Disaster Management FY2017 EMPG 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

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

Name of Funding Opportunity: FY2017 Emergency Management Performance Grant
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Sarah Stegmuller Eckman
Requestor Contact Information: 503-650-3381, sarahste@clackamas.us
Department Fiscal Representative: Michael Morasko
Program Name or Number (please specify): FY17 EMPG
Brief Description of Project:

The FY17 Emergency Management Performance Grant will reimbursement Clackamas County for up to 50% of staff salaries and benefits. Disaster Management will include the entire departmental salary and benefit amount in the grant application; however, grant award is anticipated to be less than \$150,000.

Name of Funding (Granting) Agency: Federal Emergency Management Agency via Oregon Emergency Management

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

OR

Application Packet Attached: Yes No

Completed By: Sarah Stegmuller Eckman Date: 05/25/2017

** 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: 97.042
Announcement Date: 05/04/2017 Announcement/Opportunity #: FY17 Invitation to Apply
Grant Category/Title: FY17 Emergency Mgt. Performance Grant Max Award Value: up to \$150,000
Allows Indirect/Rate: N/A Match Requirement: 50%
Application Deadline: 06/16/2017 Other Deadlines: _____
Grant Start Date: Estimated 7/1/17 Other Deadline Description: _____
Grant End Date: Estimated 6/30/18
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?

The grant reimburses salary and benefit costs for Disaster Management personnel.

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?

The grant requires that each county has a dedicated emergency manager, is National Incident Management System (NIMS) compliant, has an Emergency Operations Plan (EOP) consistent with Comprehensive Preparedness Guidance 101, has a current and FEMA approved Natural Hazard Mitigation Plan, has an identified and functional Emergency Operations Center (EOC) and has an established incident command structure. Disaster Management personnel are tasked with ensuring these objectives and requirements are met.

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?

Yes, the grant funds existing personnel costs for the Disaster Management Department.

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, the Disaster Management Department has six staff who are qualified to carry out the work required by the EMPG grant.

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?

N/A

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.)?

N/A

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.)?

N/A

Collaboration

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

None

Reporting Requirements

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

The grant requires quarterly performance reports and requests for reimbursement.

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?

The Disaster Management evaluates grant performance on a quarterly basis in conjunction with the required performance reports. Performance data is gathered from department personnel and input into the required report template.

3. What are the fiscal reporting requirements for this grant?

This grant requires quarterly reimbursement requests from the county to the state. Disaster Management's fiscal contact inside the Finance Department prepares these reports and all required supporting documentation.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes. This grant provides funding for personnel and the award amount is sufficient enough that it brings greater benefit than the cost to administer the grant.

2. What other revenue sources are required? Have they already been secured?

This grant is a 50% match reimbursement grant, so county general funds are required to be spent for personnel. The grant reimburses up to 50% of the costs for personnel salary and benefits; however, the grant award amount is not anticipated to exceed \$150,000, a small portion of the total departmental salary and benefit costs.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Yes, this grant is a 50% match reimbursement grant. The county match portion is met with the departmental salary and benefit costs covered by the general fund.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

This grant has historically been received each year; however, the future stability of the grant is unknown and future funding cannot be expected. The program will be sustained with general fund dollars.

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?

This grant allows indirect costs; however, the Disaster Management Department is not applying to use any indirect costs.

Program Approval:

Sarah Stegmuller Eckman

05/25/2017

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	05/25/2017	
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). 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.




Oregon

Kate Brown, Governor

Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: (503) 378-2911
Fax: (503) 373-7833
TTY: (503) 373-7857

DATE: May 4, 2017

TO: Local and Tribal Emergency Program Managers

FROM: Clint Fella, Section Manager, Mitigation and Recovery Services 
Oregon Office of Emergency Management

SUBJECT: FY2017 EMERGENCY MANAGEMENT PERFORMANCE GRANT

You are invited to apply for FY17 (July 1, 2017 - June 30, 2018) financial and technical assistance provided through the Federal Emergency Management Agency's (FEMA) Emergency Management Performance Grant (EMPG). These funds are provided for the development and maintenance of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

Please note: FEMA has not yet issued its FY17 Notice of Funding Opportunity (NOFO), therefore we do not know what our FY17 funding allocation is. Once we receive this information we will issue the initial FY17 local and tribal funding allocation to all eligible applicants.

Criteria for Eligibility:

Counties and Tribes:

- Dedicated Emergency Manager
- NIMS compliant (as of November 30, 2016 documented via the NIMS Assessment Tool)
 - ***New applicants must demonstrate NIMS Compliance via hard copy documentation during FY17 to be eligible for grant funding***
- EOP consistent with Comprehensive Preparedness Guide (CPG) 101
- Natural Hazard Mitigation Plan (NHMP) current and FEMA approved
 - ***New applicants must complete in FY17 if one does not exist to be eligible for grant funding***
- Identified/Functional Emergency Operations Center
- An established incident command structure

Cities:

- Population must be greater than 85,000
- Must meet same criteria as Counties and Tribes



Deadline for Submission: June 16, 2017

The FY17 program and submission requirements are outlined in this memorandum. **PLEASE READ INSTRUCTIONS CAREFULLY** to prevent late or erroneous submissions which could affect timely program funding support.

Oregon Administrative Rule (OAR) 104 Division 10: Participation of Local and Tribal Governments in EMPG states:

“OAR 104-010 requires cities participating in the EMPG Program to coordinate program activities with their respective county emergency managers. Similarly, the rules require counties with participating cities to coordinate their program activities with the city emergency managers.

To meet this requirement, each participating city must have its proposed annual work plan and quarterly program reports reviewed by its county emergency manager or managers if the city limits are within more than one county. Conversely, each county with a participating city or cities must have its proposed annual work plan and quarterly program reports reviewed by the emergency manager of the participating city or cities.”

While Tribal Nations are not required to do so, coordination with their surrounding counties on program activities is encouraged.

Programmatic Reporting Dates:

- | | |
|---|-------------------------------|
| • July 1 st – September 30 th | Due: October 15 th |
| • October 1 st – December 31 st | Due: January 15 th |
| • January 1 st – March 31 st | Due: April 15 th |
| • April 1 st – June 30 th | Due: July 15 th |

When completion of an activity involves production of a tangible product, i.e., Exercise Report (EMERS), Emergency Operations Plan, any kind of Plan or Annex, etc., the jurisdiction will provide an electronic copy of that product to OEM’s EMPG Programmatic Staff upon completion.

Copies of training certificates are only required to document the completion of the federally mandated *National Incident Management System (NIMS)* and *Professional Development Series (PDS)* courses for new EMPG funded staff.

Potential Fiscal Penalties (as outlined in OAR 104 Division 10):

A failure to meet all requirements in the Work Plan, or for submitting fiscal and/or programmatic reports late, may result in:

- Ineligibility for EMPG funding for FY18;
- OEM recouping part, or all, of the awarded FY17 funds;
- Suspension from the EMPG Program; or
- Any combination thereof.

Required Activities for 2017 Work Plans:

Planning Requirements:

1. Convene Natural Hazards Committee at least twice a year.
2. Complete OEM's annual Capability Assessment Tool.
3. Complete NIMS Assessment.
4. Schedule and report on at least one other Planning Activity.

Note: Only Planning activities outlined in the EMPG Planning functional areas are eligible for reimbursement in FY17. Please see the individual Planning tabs in the application.

Training Requirements:

1. Complete a minimum of 20 hours of emergency management professional development training.
2. Complete NIMS training (four independent study courses: IS-100, 200, 700 and 800), if not already accomplished.
3. Complete PDS (seven independent study courses: IS-120, 230, 235, 240, 241, 242 and 244), if not already accomplished.
4. Report Public Education and Outreach activities.
5. Report, as applicable, training courses conducted or hosted

Note: Only Training activities identified in the State and jurisdictional Training and Exercise Plan (TEP) or those which are considered "Emergency Management Professional Development" will be eligible for reimbursement in FY17.

Exercise Requirements:

1. Develop and conduct two exercises. One must be a full scale exercise.
2. EMPG funded staff must participate in three exercises.
3. Submit EMERS reports within 30 days, or with the quarterly report, whichever is sooner. After Action Reports and Corrective Action/Improvement Plans must be submitted within 60 days. All exercise reports should be sent to the State Exercise Officer.
4. Report on Amateur Radio activities.

In order to receive quarterly exercise credit, your exercise must:

- Test a portion of your jurisdictional EOP and/or Annexes;
- Reflect some level of EOC (fixed or mobile) activation for functional and full scale exercises; and
- Must have more than one participant. Reports received showing only one participant will not be given credit for the exercise.

Budget Request:

ALL capital outlay and/or equipment items require screening through the environmental planning/historical preservation (EHP) process. Please see copy of Information Bulletin 329 and the EHP screening memo, both attached.

You must have this approval in writing from OEM and FEMA **BEFORE** the funds can be expended. Your request to OEM must include an electronic version of the EHP screening memo. Please ensure that you allow adequate time for OEM to process your request and obtain FEMA approval for the purchase, which could take up to 60+ days once the EHP is submitted.

Note: OEM cannot submit FY17 EHP requests to FEMA Headquarters until we have a signed FY17 grant agreement with FEMA, which could occur as late as October 2017.

Any capital outlay/equipment purchased without pre-approval from OEM/FEMA (*and this includes issuing a purchase order prior to approval*) will not be reimbursed under the EMPG grant program. Once purchases have been approved, requests for reimbursement must be supported by vendor invoices along with a General Ledger or other financial report from your jurisdiction. The equipment must also be maintained on your local government capital/fixed assets reporting system.

You must have approval in writing from OEM **BEFORE** any budget reallocation occurs. Reallocation of funds may require a grant amendment.

Indirect Facilities and Administration (F&A) Costs: If your agency wishes to request indirect costs be included in your EMPG sub-award, please note the following:

1. The amount of your EMPG sub-award allocation will remain the same – it will not increase by the amount of indirect you are requesting.
2. You will need to submit a copy of your **approved federally recognized indirect cost rate** negotiated between you (the sub-recipient) and the Federal government with your EMPG application, or
3. If no such rate exists, you may:
 - a. Submit with your EMPG sub-award application an indirect cost rate proposal to this office in compliance with 2 CFR 200.331(a)(4). Requirements for development and submission of indirect (F&A) cost rate

proposals and cost allocation plans are contained in Appendices III-VII of 2 CFR 200.

- b. If your agency has never received an indirect cost rate, and receives less than \$35 million in direct federal awards, you may elect to request a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as defined in 2 CFR 200.414.
 - i. To receive the de minimis indirect cost rate you must include a certification with your EMPG application that your agency has never received an indirect cost rate.
 - ii. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. **If chosen, this methodology once elected must be used consistently for all Federal awards until such time as your agency chooses to negotiate for an indirect cost rate [2 CFR 200.414(f)].**
 - iii. See 2 CFR 200.68 for definition of Modified Total Direct Cost (MTDC).

Fiscal Reporting Dates:

- | | |
|---|-------------------------------|
| • July 1 st – September 30 th | Due: October 30 th |
| • October 1 st – December 31 st | Due: January 30 th |
| • January 1 st – March 31 st | Due: April 30 th |
| • April 1 st – June 30 th | Due: July 30 th |

Note: Fiscal Reports / Requests for Reimbursement (RFR's) are due every quarter but may be submitted monthly based on the needs of the jurisdiction.

Application/Work Plan Required Submission:

- Application Cover Sheet (Must be signed)
- FY17 Work Plan (submit in original Excel format – not PDF)
- Federally approved cost allocation plan, if applicable
- De Minimis request in budget, if applicable
- County cost allocation plan, if applicable
- Discrimination findings letter, if applicable
- FY17 Budget Request Form – **This should reflect your actual budget and fiscal needs.**

Jurisdictions should work with OEM's EMPG team to develop these documents and to receive feedback on their 2017 work plan as it is developed. **Applicants may submit these documents at any time, they do not have to be submitted as a complete package.** Applicants will receive a formal review letter approving their Work Plan submission once all documents have been received and reviewed by OEM.

Grant Agreements:

Grant agreements will be issued upon receipt of all required FY17 EMPG application documents and with the approval of OEM's EMPG staff. However, the local/tribal agreements cannot be issued until OEM has a signed agreement with FEMA, which could occur as late as October 2017.

Coordination Calls:

OEM has scheduled several conference calls during May to explain the application and answer questions. However, you may contact the EMPG staff directly at any time with questions and do not need to wait for a scheduled call.

EMPG Grant Team:

Programmatic:

Kelly Jo Craigmiles kelly.jo.craigmiles@state.or.us 503-378-2865

Fiscal:

Angela Creasey angela.creasey@state.or.us 503-378-3316

Deadline for Submission: June 16, 2017

Attachments:

- FY17 Application (Excel document)
- EHP Form
- IB 329
- Coordination Call Schedule

AJP: KJC:kjc

FY17 EMPG Jurisdictional Application Crosswalk
 (To be completed by the Jurisdiction)

Required Submission Documents	Done
Signed Cover Sheet <i>(note: may be sent as a separate pdf)</i>	
Budget	
10% De Minimis request included in budget, if applicable	
EHP for Equipment, if applicable	
Federally approved Cost Allocation Plan, if applicable	
Discrimination findings letter, if applicable <i>(note: must be dated in 2017)</i>	
Required Work Plan Elements	
Date of EOP listed on <i>Jurisdiction</i> tab	
Date of NHMP Listed on <i>Jurisdiction</i> tab	
2 NHMP meetings scheduled	
At least 1 Planning activity (blue colored tabs) scheduled	
Certification of NIMS & PDS Completions done (<i>Red Training Attended</i> tab)	

Tab Color Coding

Red: Mandatory

Blue: Must select at least one

Yellow: Optional

Major Changes in Spreadsheet Tabs:

No Update EOP tab - Next update required in FY18

NIMS and CAT tabs combined - Due OCTOBER 1st!

Public Education Planning category eliminated. List activities under Training Conducted or Public Education Outreach

Meetings tab created to capture the myriad of meetings, don't list them in Training Attended

NIMS and PDS Certification added to Training Attended tab

Exercises Conducted - EMPG participant column added

Extra Exercise Participation tab created to capture all other participation activities

Amateur Radio tab modified to capture ARRL reporting data

**OREGON OFFICE OF EMERGENCY MANAGEMENT
GRANT COVER SHEET: FY17 EMPG**

Agency: _____
Address: _____

Federal Funds Requested: \$ _____ (50%)
Matching Funds: \$ _____ (50%)
Total Project Funds: \$ _____ (100%)

Agency Points of Contact:

Program Title: _____
Address: _____
Phone: _____ Email: _____

Fiscal Title: _____
Address: _____
Phone: _____ Email: _____

Agency Federal Tax Identification Number: _____

Agency Data Universal Numbering System (DUNS) Number:

*To obtain a DUNS number for your agency, please go to the D&B website:
<http://fedgov.dnb.com/webform>, or call the DUNS Number request line at 1-866-705-5711.*

Completed required registration/annual update in Systems Award Management (SAM): Date _____ (Must Initial)

*Your DUNS number is a required field to start your SAM registration.
CAGE Number: _____ (found within your completed SAM)
To register in SAM, please go to the SAM website: www.sam.gov/portal/public/SAM/.*

My jurisdiction has a property/equipment tracking and monitoring system in place that complies with the requirements set forth in 44CFR Section 13.

Must Initial One: Yes: _____ No: _____

An EHP Screening Memo is included for any equipment items included in our budget.
Must Initial One: Yes: _____ N/A _____

Authorized Official for the Agency: _____
Signature of Authorized Official: _____
Date Signed: _____

2017 Emergency Management Performance Grant (EMPG) - Detailed Budget
12 Month Budget (July 1, 2017 - June 30, 2018)

Jurisdiction: _____

Personnel (include both position and name for each individual to be reimbursed with EMPG funds)										
Position Title	Employee Name	Annual Salary	Annual Benefits	Total Cost	EMPG Grant FTE	EMPG Match FTE	Other FTE	Total FTE	Total EMPG Cost (Grant + Match)	
				0				0.00	0	
				0				0.00	0	
				0				0.00	0	
				0				0.00	0	
				0				0.00	0	
				0				0.00	0	
Total Personnel		0.00	0.00	0	0.00	0.00	0.00	0.00	0	
Services & Supplies								EMPG Grant	EMPG Match	Total Cost
General Office Supplies										0
Other Supplies (specify)-pub ed,rental,flyers,educational materials										0
Rent										0
Phone										0
Other Utilities (specify)										0
Contractual /Professional Services (Specify)-Annual insurance										0
Maintenance Costs (must be with the grant period or pro-rated)-sirens,radios										0
Travel/Vehicle Expenses/Mileage										0
Training/Workshops/Conferences										0
County Cost Allocations (Administrative Services Allocation) / Indirect Cost Allocation Plan										0
*** Copies of County Cost Allocation Plan and/or Indirect Cost Plan must be included										0
Other (specify)-unknown misc.										0
Total Services & Supplies								0	0	0
Equipment								EMPG Grant Funds	EMPG Match Funds	Total Cost
Limited to approved EMPG AEL - List each item separately	EHP Screening Memo Attached	AEL #	Quantity	Unit Cost	Total Cost					
					0					0
					0					0
					0					0
Total Equipment					0	0	0	0	0	0
Total Budget										0

Each position/person listed above MUST complete the minimum 20 hours of training, NIMS and PDS courses AND participate in 3 exercises per grant guidance

Name of Emergency Management Director, if not EMPG funded and listed above:

**State of Oregon
FY2017 EMPG Subrecipient Work Plan**

List Jurisdiction Name Here

Quarter:

	Annual Submission
	First Quarter (Due 10/15/17)
	Second Quarter (due 1/15/18)
	Third Quarter (Due 4/15/18)
	Fourth Quarter (Due 7/15/18)

Date of EOP: _____

Date of NHMP: _____

This Portion only Applicable to:

County/City Review Completed:

Lane County
City of Eugene

Marion County
Polk County
City of Salem

Multnomah County
City of Gresham
City of Portland

Washinton County
City of Beaverton
City of Hillsboro

Quarter:

	Annual Submission
	First Quarter (Due 10/15/17)
	Second Quarter (due 1/15/18)
	Third Quarter (Due 4/15/18)
	Fourth Quarter (Due 7/15/18)

4.6.01 NHMP current and FEMA approved

	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS		
Jurisdiction	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	
									0	0	

Quarter 1	Projected Activities	Assigned To	Completed Activities
7/1/17 9/30/17			
Quarter 2	Projected Activities	Assigned To	Completed Activities
10/1/2017 12/31/17			
Quarter 3	Projected Activities	Assigned To	Completed Activities
1/1/2018 3/31/2018			
Quarter 4	Projected Activities	Assigned To	Completed Activities
4/1/2018 6/30/2018			

4.6.02 Convene Natural Hazards Committee twice a year

	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS	
Jurisdiction	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp
									0	0

Quarter 1	Projected Activities	Assigned To	Completed Activities
7/1/17 9/30/17			
Quarter 2	Projected Activities	Assigned To	Completed Activities
10/1/2017 12/31/17			
Quarter 3	Projected Activities	Assigned To	Completed Activities
1/1/2018 3/31/2018			
Quarter 4	Projected Activities	Assigned To	Completed Activities
4/1/2018 6/30/2018			

4.6.03 Capability Assessment Tool and NIMS Assessment

	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS		
Jurisdiction	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Date Completed
	1								1	0	

Quarter 1	Projected Activities	Assigned To	Completed Activities
7/1/16 9/30/16	Complete Capability Assessment Tool Complete NIMS Assessment		
Quarter 2	Projected Activities	Assigned To	Completed Activities
10/1/2016 12/31/16			
Quarter 3	Projected Activities	Assigned To	Completed Activities
1/1/2017 3/31/2017			
Quarter 4	Projected Activities	Assigned To	Completed Activities
4/1/2017 6/30/2017			

4.6.04 Emergency Management/Operations Planning

	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS		
Jurisdiction	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Date Submitted to OEM
									0	0	

Quarter 1	Projected Activities	Assigned To	Completed Activities
7/1/17 9/30/17			
Quarter 2	Projected Activities	Assigned To	Completed Activities
10/1/2017 12/31/17			
Quarter 3	Projected Activities	Assigned To	Completed Activities
1/1/2018 3/31/2018			
Quarter 4	Projected Activities	Assigned To	Completed Activities
4/1/2018 6/30/2018			

4.6.05 Communications Planning

	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS		
Jurisdiction	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Date Submitted to OEM
									0	0	

Quarter 1	Projected Activities	Assigned To	Completed Activities
7/1/17 9/30/17			
Quarter 2	Projected Activities	Assigned To	Completed Activities
10/1/2017 12/31/17			
Quarter 3	Projected Activities	Assigned To	Completed Activities
1/1/2018 3/31/2018			
Quarter 4	Projected Activities	Assigned To	Completed Activities
4/1/2018 6/30/2018			

4.6.06 Continuity/COG Administrative Planning (COOP/COG)

Jurisdiction	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS		Date Submitted to OEM
	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	
									0	0	

Quarter 1	Projected Activities	Assigned To	Completed Activities
7/1/17 9/30/17			
Quarter 2	Projected Activities	Assigned To	Completed Activities
10/1/2017 12/31/17			
Quarter 3	Projected Activities	Assigned To	Completed Activities
1/1/2018 3/31/2018			
Quarter 4	Projected Activities	Assigned To	Completed Activities
4/1/2018 6/30/2018			

**** Type of Activity categories:**

Presentation

Radio

Social/Print Media

Readiness Fairs

Other

4.6.08 Resource Management Planning

	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS		
Jurisdiction	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Date Submitted to OEM
									0	0	

Quarter 1	Projected Activities	Assigned To	Completed Activities
7/1/17 9/30/17			
Quarter 2	Projected Activities	Assigned To	Completed Activities
10/1/2017 12/31/17			
Quarter 3	Projected Activities	Assigned To	Completed Activities
1/1/2018 3/31/2018			
Quarter 4	Projected Activities	Assigned To	Completed Activities
4/1/2018 6/30/2018			

4.6.09 Evacuation Planning

	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS		
Jurisdiction	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Date Submitted to OEM
									0	0	

Quarter 1	Projected Activities				Assigned To		Completed Activities			
7/1/17 9/30/17										
Quarter 2	Projected Activities				Assigned To		Completed Activities			
10/1/2017 12/31/17										
Quarter 3	Projected Activities				Assigned To		Completed Activities			
1/1/2018 3/31/2018										
Quarter 4	Projected Activities				Assigned To		Completed Activities			
4/1/2018 6/30/2018										

4.6.10 Pre-Disaster and Post-Disaster Recovery Plans

	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS		
Jurisdiction	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Date Submitted to OEM
									0	0	

Quarter 1	Projected Activities				Assigned To		Completed Activities			
7/1/17 9/30/17										
Quarter 2	Projected Activities				Assigned To		Completed Activities			
10/1/2017 12/31/17										
Quarter 3	Projected Activities				Assigned To		Completed Activities			
1/1/2018 3/31/2018										
Quarter 4	Projected Activities				Assigned To		Completed Activities			
4/1/2018 6/30/2018										

4.6.11 Credentialing and Validation

	1st QTR		2nd QTR		3rd QTR		4th QTR		TOTALS		
Jurisdiction	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Sched	Comp	Date Submitted to OEM
									0	0	

Quarter 1	Projected Activities				Assigned To		Completed Activities			
7/1/17 9/30/17										
Quarter 2	Projected Activities				Assigned To		Completed Activities			
10/1/2017 12/31/17										
Quarter 3	Projected Activities				Assigned To		Completed Activities			
1/1/2018 3/31/2018										
Quarter 4	Projected Activities				Assigned To		Completed Activities			
4/1/2018 6/30/2018										

Miscellaneous Meetings Attended

QTR	EMPG Jurisdiction	Meeting Date	Employee Name (Last, First)	Meeting Title or Topic	Total Hours

Note:
attended

*This is a catch-all category for meetings
d which are not aligned to a specific EMPG
Planning project.*



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

June 15, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

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

DESIGNATION OF NEWSPAPER FOR 2017
PROPERTY TAX FORECLOSURE PUBLICATION

Purpose/Outcomes	To institute tax foreclosure proceedings and comply with Oregon statute to serve notice of intent.
Dollar Amount and Fiscal Impact	Costs of publications are included in the Assessment and Taxation 2017-2018 budget.
Funding Source	Not applicable.
Duration	Not applicable.
Previous Board Action	Board approval annually at the end of June.
Contact Person	Anja Mundy, County Counsel x 5396

Background:

To institute foreclosure proceedings, the County is required by Oregon statute to serve notice of intent to foreclose, either by certified mail and publication or in person. The County has chosen the first method and rotates publication of the foreclosure list among the two County newspapers that historically have the greatest circulation: The Clackamas Review and the Lake Oswego Review. This year, the newspaper proposed for publication is the Lake Oswego Review.

The projected cost of publication in the Clackamas Review is included in the Assessment and Taxation's 2017-2018 budget for publication.

Recommendation:

Staff recommends the Board of County Commissioners approve the designation of the Lake Oswego Review to publish the 2017 tax foreclosure list.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kathleen Rastetter". The signature is written in a cursive style.

Kathleen Rastetter
Sr. Legal Counsel



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Design of the
Clackamas Regional Center Mobility Improvements**

Purpose/Outcomes	This contract will provide funding for design of the Clackamas Regional Center mobility improvements
Dollar Amount and Fiscal Impact	The maximum contract value is \$3,823,584.22
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District - no County General Funds are involved.
Safety Impact	This project will significantly improve safety at several intersections within the project area.
Duration	The contract will terminate on June 30, 2019.
Previous Board Action	The Board of County Commissioners previously approved the project scope at a Study Session on April 11, 2017.
Contact Person	David Queener, Program Supervisor, Clackamas County Development Agency – (503) 742-4322

BACKGROUND

In 2015, through a Request for Qualifications process, the Development Agency selected and contracted with Harper Houf Peterson Righellis, Inc. (HHPR) to develop a preliminary design and prepare construction plans for the Clackamas Regional Center (CRC) Mobility Improvement Project (formerly called Southwest Connector project). While the focus of this project is in the vicinity of SE 82nd Avenue and Sunnyside Road, potential improvements that were considered extended from Fuller Road to 97th Avenue and from Southgate Street to Sunnybrook Boulevard.

HHPR recently completed the first phase of the overall Scope of Work, which developed preliminary design concepts that would address issues surrounding congestion, safety and connectivity. The concepts were vetted through an evaluation process that resulted in a list of recommended improvements, which includes 33 projects that are in the County Transportation System Plans. The total estimated cost for the recommended improvements is \$25.7 million.

The proposed improvements were presented to the Board for consideration on April 11, 2017. The Board directed staff to proceed with phase two, which will prepare final design plans and construct the improvements.

Staff prepared a detailed Statement of Work consistent with the scope of services outlined in the original Request for Qualifications and submitted it to HHPR for their review and preparation of a proposed fee. Staff has negotiated a fee of \$3,823,584.22, which is 14.8% of the total project cost. HHPR will bill on a time and materials basis.

HHPR will begin work immediately and anticipates having design completed by December 2018. Construction will begin in the spring 2019.

RECOMMENDATION:

Staff respectfully recommends the Board approve and sign the contract with Harper Houf Peterson Righellis, Inc. for design of the Clackamas Regional Center mobility improvements.

Respectfully submitted,

David Queener
Development Agency Program Supervisor

Placed on the _____ Agenda by the Purchasing Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Harper Houf Peterson Righellis, Inc. ("Contractor"), and Clackamas County Development Agency, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2019. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: to begin Phase II of the original project and prepare construction plans for the Clackamas Regional Center Mobility Project (formerly called Southwest Connector project) ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$3,823,584.22, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C and D.

6. Contractor Data.

Address: 205 SE Spokane Street, Suite 200, Portland OR 97202

Contractor Contract Administrator: Dan Houf

Phone No.: 503-221-1131

Email: dan@hhpr.com

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

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

ARTICLE II.

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.** (A) The 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 its 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; and (B) Professional Liability Claims: To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless and defend the County, and its officers, elected officials, agents and employees from and against liabilities, damages and costs to the extent caused by the negligence of the Contractor in the performance of services under this Contract. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations. Nothing in this section shall apply to indemnification of general insurance liability claims, which is addressed in a separate provision in section 8 of this Contract.
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 County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); 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. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. 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.

- 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, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor or at the address or number set forth in Section 1 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 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 made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) The Contractor under this Contract shall perform services in a manner consistent with that degree of skill and care exercised by practicing design professionals performing similar services under the same or similar circumstances and conditions and locality; and (D) 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.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 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 Article II, Paragraphs 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, Contractor 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. TERMINATIONS. 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 is 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 Article II 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, 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 in the performance 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 to 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 co-partnership, 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. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURE PAGE FOLLOWS

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

Harper Houf Peterson Righellis Inc.
205 SE Spokane St. Ste. 200
Portland OR 97202

Clackamas County Board of County
Commissioners by:

Authorized Signature

Chair

Date

Recording Secretary

Name / Title (Printed)

Date

227670-81
Oregon Business Registry #

Approved as to Form:

DBC / Oregon
Entity Type / State of Formation

County Counsel

Date

**EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK This scope of work addresses the next phase of the original project (formally known as Southwest Connector Project) in which the Harper Houf Peterson Righellis, Inc. will investigate in more detail the elements of the proposed improvements that could affect the viability of the improvements. This Phase II work will allow an informed decision as to the viability of improvements with regard to traffic impacts, right of way impacts, required mitigation, overall project costs, and other factors.

As identified in Exhibit D, that Scope of Work is addressed by tasks and estimated time lines.

The County Contract administrator for this Contract is:

David Queener 503-742-4322 davidque@clackamas.us

CONSIDERATION

- a. Consideration rates are Time and Material with a detailed outlined in **Exhibit D**, attached and hereby incorporated by reference. There is one (1) prime contractor and four (4) subcontractors on this phase of the project and associated fees below:

<u>PRIME CONTRACTOR:</u>	<u>CONSIDERATION:</u>	<u>SUBCONTRACTORS:</u>	<u>CONSIDERATION:</u>
Harper Houf Peterson Righellis, Inc.	\$1,754,959.50	DKS Associates Inc.	\$729,771.00
		Hanna, McEldowney & Assoc.	\$472,545.68
		GeoDesign Inc.	\$206,241.34
		OBEC Consulting Engineers Inc.	\$660,066.71
<i>Subtotal</i>	\$1,754,959.50	<i>Subtotal</i>	\$2,068,624.73
		Total Project:	\$3,823,584.23

- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$3,823,584.22**. Invoices shall be submitted to: David Queener 503-742-4322 davidque@clackamas.us
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

EXHIBIT B INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or purchasing@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT D
SCOPE OF WORK AND FEE SCHEDULES

Exhibit D

Scope of Work

Clackamas Regional Center Mobility Improvements Project – Phase II *(Formerly known as the Southwest Connector Project)*

INTRODUCTION

In order to meet objectives in the Clackamas Town Center Urban Renewal Plan, the Clackamas County Development Agency ("County") has retained Harper Houf Peterson Righellis Inc. to prepare design plans for multi-modal improvements in the southern part of the Clackamas Regional Center including the following areas of focus:

- OR213 / Sunnyside / Harmony intersection
- OR213 / Sunnybrook intersection
- OR213 from Sunnybrook to Southgate
- I-205 Overcrossing
- Harmony Road from Fuller to OR213
- Sunnyside from OR213 to 97th Avenue
- Improvements identified as part of the CRC Connections project located within the Project limits

Phase I is complete, in which the County and design team solicited public and technical input to identify a package of proposed multimodal transportation improvements totaling approximately \$26 million. These improvements include new or extended travel lanes, widening of the I-205 overcrossing, signal modifications, bike lanes, new or improved sidewalks, multi-modal pathways, storm drainage facilities, landscaping, and street lighting.

This Scope of Work addresses the next phase of the project in which the consultant team will investigate in more detail the elements of the proposed improvements that could affect the viability of the improvements. This Phase II work will allow an informed decision as to the viability of improvements with regard to traffic impacts, right of way impacts, required mitigation, overall project costs, and other factors.

Phase II includes the following tasks for the recommended improvements identified in Phase I:

- Project Management
- Traffic Engineering
- Public Involvement and Property Owner Coordination
- Right-of-Way and Topographic Survey
- Geotechnical Investigation
- Pavement Design
- Level Two Hazardous Materials Studies (if warranted)
- Stormwater Analysis
- 30% Design Development
- Cost Estimating
- Design Report
- 60%, 90%, and 100% Plans, Specifications, and Estimate
- Bid Assistance

Construction Services may be amended into the Contract at the discretion of the County. This would include but not limited to construction management, inspection, construction surveying, as-built preparation and load rating of bridge.

SCOPE OF WORK

1.1 Project Management and Administration

For the purposes of defining the scope of this task, the duration of the project design effort is assumed to be 24 months, from April 2017 through April 2019. The following items are included:

- A. Provide the management, and coordination to the consultant team and County management staff. Provide general day-to-day coordination with Clackamas County and project team members.
- B. Track Consultant's contract costs and budgets on a monthly basis. Prepare monthly invoices. Twenty-Four (24) invoices are included.
- C. Prepare monthly summary reports. Twenty-Four (24) summary reports are included.
- D. Maintain the document files.

1.2 Project Coordination and Meetings

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from Clackamas County and others as needed. Meetings with external agencies will be scheduled and attended by the County's Project Manager. Consultant assumes that all meetings, except Project Team Meetings, itemized within this task will be held at the Clackamas County offices and, therefore, include travel time. Project Team meetings will be held at the Consultant offices. The following items are included within this task:

- A. Schedule and attend a two-hour Project Kickoff Meeting with the County, task leaders, and sub-consultants. Prepare and distribute a team member list, copies of the contract, and draft project schedule. Prepare meeting agenda and summary notes.
- B. Schedule and attend Project Management Team meetings. Biweekly meetings for the 18-month project are proposed to include the Project Manager and a Senior Design Engineer at all meetings and up to two additional project team members as appropriate. Prepare the meeting agendas and summaries for the Project Management Team meetings. Project Management Team meetings may be held at County offices in conjunction with other meetings or by conference call. Team members will be invited to specific meetings as required.
- C. Attend design coordination meetings with agencies external to the Project Team, such as Water Environmental Services, and ODOT. Eight (8), two-hour meetings attended by the Project Manager and one other team member are included. Prepare meeting agendas and meeting summaries.

1.3 Project Schedule

- A. Prepare a project activity schedule in Microsoft Project or Excel for presentation to the County Project Management staff. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents and key decision points.
- B. Revise the project schedule to reflect major changes in the project schedule. Two revisions to the project schedule are included.
- C. Prepare an estimated construction schedule. The schedule will show the project bid award date and phases for the project construction.

Deliverables:

- *Monthly Invoices and Monthly Summary Reports by the end of the month following the completion of services*
- *Meeting Notes from Kickoff Meeting and Project Team meetings within one week after the meeting*

- *Draft schedule to be presented at Kickoff Meeting*
- *Baseline Project Schedule within one week of receipt of County comments to the draft schedule*
- *Project schedule updates on a monthly basis, to be submitted with Monthly Summary Report*
- *Two (2) Schedule Revisions, as coordinated with County*
- *Estimated construction schedule with the 90% PS&E Submittal*

Task 2: Public Involvement

It will be necessary to continue to inform the general public and jurisdictional partners of the progress throughout the second phase. It is anticipated the Consultant will:

- Coordinate with the project management team and County Community Relations specialist during preliminary and final design.
- Prepare up to six (6) flyers or mailers. The County will develop the mailing list and produce and mail the flyers.
- Coordinate and facilitate stakeholder meetings. It is anticipated that there will be up to 25 stakeholder meetings with individual property owners or other groups such as CPOs and the County Pedestrian and Bike Committee.
- Prepare displays (minimum of four), organize and one (1) open house at approximately 60% design completion. Provide meeting summary.
- Maintain a project website with three (3) updates.
- Create 3D Fly-through Model for the Project website and Open House using Infracore.
- Additional Public Involvement and Property Owner Coordination. Up to 60 hours may be authorized for additional public involvement activities such as walking tours or special outreach, coordination with property owners and stakeholders, and additional website updates or content for County distribution. **(Contingency Task)**

Deliverables:

- *Public involvement and communications plan*
- *Up to six (6) flyers or mailers*
- *Meeting materials and notes for up to 25 stakeholder meetings.*
- *Open House Materials and Summary.*
- *3D Fly-through Model using Infracore*
- *Three (3) Website updates Meeting Materials and Notes*
- *Website Updates or content for posting by County*

Note: With the exception of exhibits and materials for meetings, all deliverables will be in electronic format.

Task 3: Surveying

Consultant will provide survey for the project. Note that some survey work was completed under Phase 1 of the contract. This work included setting control, ortho-rectified aerial mapping, 3-D scanning, research, and fieldwork to tie ROW lines. Clackamas County provided title reports for the properties.

- Topographic Survey and Basemap: Gather the necessary field information for locations of right-of-way, topography and other necessary survey data. Complete field topography and base map of area affected by improvements. Locate natural and cultural features, fences, buildings, utilities, road improvements, and any other relevant features per the survey limits

below. Tie horizontal locations of all utilities. In instances where there may be a major conflict with utilities, tie the vertical location as well.

- B. ROW and Record of Survey: Prepare and file Pre-construction record of surveys with the County Surveyor as required by ORS 209.155. Provide AutoCAD basemap of ROW and existing easements shown on title reports. (Note: Existing property monuments and government corners were tied with Phase 1 work)
- C. Additional Topographic Survey. At the discretion of the County, additional topographic survey services may be authorized.
- D. Prepare maps showing existing easements, right-of-way, topography, and other relevant information.

Deliverables:

- *Additional topographic survey*
- *Topographic Survey*
- *Pre-Construction Record of Survey*
- *Final Base Map in AutoCAD and Paper Copy*
- *Additional topographic survey as authorized (Contingency Task)*

Task 4: Project Permitting and County Coordination

- A. Traffic Signal Modification Request for ODOT Signals - The “*Preliminary Signal Operations Design*” form and the “*Traffic Signal Approval Request Form*” will be submitted to ODOT Region 1 to gain approval of the traffic signal modifications and/or replacements at the following intersections:
 - 1. Sunnyside Road/I-205 Northbound Ramps
 - 2. Sunnyside Road/I-205 Southbound Ramps
 - 3. Sunnyside Road/OR213 (82nd Avenue)
 - 4. Sunnybrook Boulevard/OR213 (82nd Avenue)
 - 5. Sunnybrook Boulevard/I-205 Northbound Ramps

This will comply with OAR 734-020-0400 for traffic signal modifications. Comments provided on the draft forms will be addressed and final forms will be provided.

- B. Develop an Access Management Strategy (AMStrat) that complies with OAR 734-051-5120 along with an Official Project Access List that lists the highway accessed to remain or to be created within the project limits. Provide draft and final strategy.
- C. Habitat Conservation Area (HCA) and WES Buffer Compliance Documentation. Prepare applications and mitigation concepts and drawings for compliance with Clackamas County’s HCA and WES buffer codes and regulations. Wetland scientist will also complete a wetland reconnaissance along the multi-use pathway behind the Aquatic Park and write a summary memo. (Permitting of wetland impacts not included in scope) – Contingency Item
- D. Coordinate permits within SE 82nd Avenue and work within I-205 Right-of-way including the new bridge structure with ODOT. Provide submittals at 30%, 60%, 90% and Final Drawings as generated under Task 8. Provide response logs to plan set reviews, and meet with ODOT staff at each plan submittal if required. Prepare Project Mobility Considerations Check List (MCC), Work Zone Decision Tree and Transportation Management Plan (TMP)

Deliverables:

- *Traffic Signal Modification Requests (“Preliminary Signal Operations Design” form and the “Traffic Signal Approval Request Form”)*
- *Review of Access Management Strategy (Draft and Final)*
- *Habitat Conservation Area (HCA) – One (1) HCA Land Use application*
- *WES Buffer Compliance Documentation – Up to three (3) sites*
- *MCC Checklist*
- *Work Zone Decision Tree*
- *Transportation Management Plan (TMP)*

Task 5: Field Studies and Reports

A. Geotechnical Investigation and Pavement Design

Geotechnical Engineering Evaluation: The specific scope of the geotechnical study is summarized below, and will be performed for the improvements associated with the Clackamas Regional Center Mobility Improvements project. We understand that the project is in the later conceptual phases and that the final configuration has not been approved by ODOT.

Based on the initial scoping information, the project consists of improving traffic on SE Sunnyside Road (Sunnyside) and particularly movement from Sunnyside to northbound I-205. In addition, signalization and pavement re-alignment will occur on SE Sunnybrook Boulevard (Sunnybrook) and SE 82nd Avenue (82nd).

For the purpose of estimation, we have assumed at least two signal pole modifications at each intersection, one boring at each abutment of the proposed left turn bridge, two borings along the anticipated retaining wall along the northbound on-ramp to Interstate 205, and pavement testing and analysis on each street section with the exception of 82nd. Work on 82nd will include review of recent ODOT rehabilitation paving. We have assumed that the drilled boring information for the existing Sunnyside Road Bridge over Interstate 205 and the proposed borings for the left turn bridge can be used as the basis of design for widening of the Sunnyside Road Bridge. The following task items are included with the scope:

- Review available documentation and as-builts for the structures and pavement.
- Prepare traffic control plans and obtain right-of-way permits from Clackamas County and ODOT.
- Conduct a visual distress survey of the existing pavement, including logging the extent and severity of existing distresses. Mark coring locations in the field.
- Complete drilled borings as described below. During the borings we will obtain soil samples at 2.5- and 5-foot intervals and collect continuous core samples when basalt is present.
- Signal Poles – Two borings at each of the nine intersections where new signal poles will be installed (18 total borings). The borings will be completed to a depth of 25 feet BGS or practical refusal. The borings will be completed using mud rotary methods and drill cuttings will be removed from the site.
- Widen Bridge on Sunnyside Road – complete one boring at each of the three anticipated abutments for the bridge. Based on prior explorations at the site basalt will be encountered approximately 30 feet below ground surface (at Sunnyside Road surface elevation). The borings for the end abutments will be approximately 60 feet in total depth with 30 feet in HQ rock core. Because the middle abutment will be drilled in between the median of Interstate 205 which is lower than Sunnyside Road we proposed to complete the boring to a total depth of 40 feet below ground surface with 30 feet of HQ rock core. The borings will be

- completed using mud rotary methods (when not advancing in basalt) and drill cuttings will be removed from the site.
- Complete up to 2 borings along the possible retaining wall along the north bound on ramp to Interstate 205. The borings will be completed to depths up to 15 feet BGS using mud rotary drilling techniques.
 - Complete pavement borings to depths of up to 7.5 feet below ground surface for use in pavement widening and rehabilitation design. Obtain soil samples directly under the pavement structure and at 2.5-foot intervals. Up to 35 locations are estimated. When appropriate, cores will be located at pavement cracks.
 - Complete borings to depths of up to 7.5 feet below ground surface to be used for infiltration testing. Conduct infiltration testing at depths requested by the design team. Up to five (5) locations are estimated.
 - Maintain a detailed log of each exploration, visually classify the soil encountered, obtain soil samples as appropriate for the soil conditions encountered, and observe groundwater conditions in each exploration.
 - Conduct FWD tests at 100-foot intervals in the outside wheel path of the travel lanes to evaluate the structural condition of the existing pavement and subgrade modulus. We estimate the following locations:
 - Travel lanes on Sunnyside from 82nd to the east side of the bridge.
 - Harmony Road from 82nd Avenue to the CCC Harmony Campus entrance.
 - Sunnybrook from 82nd to 84th
 - Conduct the following laboratory tests using soil samples obtained from the explorations:
 - Consolidation tests in general conformance with ASTM D 2435
 - Moisture Content tests in general conformance with American Society for Testing and Materials (ASTM) D 2216
 - Atterberg limit tests in general conformance with ASTM D 4318
 - Unit Weight tests in general conformance with ASTM D 2937
 - Grain size determinations, combined sieve and hydrometer, in general conformance with ASTM D422
 - Organic content tests in general conformance with ASTM D 2974
 - Direct shear tests in general conformance with ASTM D 3080
 - Unconfined compression testing of rock in general conformation with ASTM D2938
 - Provide geotechnical engineering construction recommendations for site preparation, structural fill compaction criteria, and wet/dry weather earthwork procedures.
 - Provide geotechnical engineering recommendations for the design and construction of retaining walls on the northbound on-ramp of Interstate 205 including foundation type, allowable bearing capacity, and lateral earth pressures. Provide an estimate of foundation settlement performance for retaining walls.
 - Provide signal pole design recommendations in accordance with ODOT and Clackamas County requirements.
 - Provide foundation recommendations for the proposed left turn bridge over Interstate 205 and the widening of Sunnyside Road Bridge over Interstate 205.
 - Analyze the FWD data to back calculate the in-situ resilient modulus of the subgrade soils and the effective structural number of the existing pavement structure.
 - Estimate the traffic loading by calculating equivalent single-axel loads based on 72-hour traffic classification counts provided by the project team.

- Evaluate rehabilitation and widening options based on FWD testing, subgrade conditions, soil borings, laboratory results, and traffic data.
- Provide recommendations specific to pavement connections at bridge structures.
- Provide recommendations for proposed construction materials and practices.
- Finalize the draft pavement report after incorporating review comments from the design team and the County.

Deliverables:

- *Draft and Final Pavement Report*
- *Draft and Final Geotechnical Report*

B. Level II Hazardous Materials Studies

B.1 Chevron Gas Station (12479 SE 82nd Avenue)

We understand that this project includes the potential acquisition of the property located at 12479 SE 82nd Avenue. This property is currently occupied by a Chevron Gas Station and is listed on the Oregon Department of Environmental Quality's (DEQ's) Leaking Underground Storage Tank database (Astro #239 – LUST No. 03-88-0043). Based on this listing and historical use as a gas station it is likely that petroleum contaminated soil and groundwater are present at this property. The purpose of this task is to characterize soil within the right-of-way adjoining the Chevron Gas Station site that will require excavation and offsite disposal during construction and evaluate environmental exposure to the project. The following specific scope of services is anticipated for this study:

- Coordinate and manage the field investigation, including public and private utility locates, scheduling of subcontractors, permitting, and coordination as necessary to conduct explorations within the right-of-way.
- Prepare a site-specific Health and Safety Plan (HSP) checklist for each phase of proposed field activities.
- Subcontract a geophysical survey company to conduct a geophysical survey in the sidewalk rights-of-way surrounding the site to evaluate the presence and locations of underground storage tanks.
- Contact the Oregon One-Call Utility Notification Center to clear the location of public utilities beneath the areas to be explored.
- Subcontract a private utility locating service to clear proposed boring locations of potential private utility conflicts.
- Subcontract a drilling contractor to complete up to 6 direct-push borings. The soil borings will likely be limited to 30 feet below ground surface due to the anticipated subsurface conditions. If dewatering will be required during construction in the vicinity of the Chevron Gas Station site, explorations will be advanced to groundwater and groundwater samples will be collected for disposal characterization and permitting purposes.
- Collect soil samples continuously from each boring for field screening and maintain a detailed log of subsurface conditions encountered in each exploration.
- Screen the soil samples in the field using water sheen screening and headspace vapor screening with a hand-held PID.
- Collect up to three (3) soil samples from each exploration and submit the samples to a chemical analytical laboratory for analysis of hydrocarbon identification by Method NWTPH-HCID and appropriate follow-up quantification for gasoline-range hydrocarbons by Method NWTPH-Gx and/or diesel- and oil-range hydrocarbons by Method NWTPH-Dx; volatile organic compounds (VOCs) by U.S. Environmental Protection Agency (EPA) Method 8260B; polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270C SIM; polychlorinated biphenyls (PCBs) by EPA Method 8082; and Resource Conservation and Recovery Act (RCRA)-8 total metals by EPA 6000/7000 Series Methods.

- If groundwater samples are collected the samples will be submitted to a chemical analytical laboratory for analysis of hydrocarbon identification by Method NWTPH-HCID and appropriate follow-up quantification for gasoline-range hydrocarbons by Method NWTPH-Gx and/or diesel- and oil-range hydrocarbons by Method NWTPH-Dx; VOCs by EPA Method 8260B; PAHs by EPA Method 8270C SIM; PCBs by EPA Method 8082; and RCRA-8 total metals by EPA 6000/7000 Series Methods.
- Following sampling, properly abandon the boreholes by backfilling the boreholes with hydrated bentonite chips and repair the surface with concrete or asphalt, as appropriate.
- Subcontract a waste handler to transport and dispose of any soil cuttings and decontamination water generated during drilling activities.
- Compare the analytical results to the appropriate DEQ regulatory risk-based levels, clean fill screening values, and summarize the results of the sampling activities in a report that will include recommendations for additional sampling, management of soil during construction, and soil disposal.

B.2 ODOT Ambler Rd. Site, Ambler North Property

It is our understanding that the ODOT Ambler Rd. Site has been owned by ODOT since 1950 and was used to dispose of gravel sweeping and other debris. The site was reportedly used for a quarry operation in the 1940s. Up to 16 feet or more of fill material, including cobbles, boulders, asphalt, concrete slabs, and large wood debris was observed during a test pit investigation completed in February 1999. Oil-range hydrocarbons were detected in soil samples collected from the fill in 1999. In addition, historical agricultural activities were identified on the adjoining property to the west. The purpose of this task is to characterize soil at the ODOT Ambler Rd. Site, Ambler North Property that will require excavation and offsite disposal during construction. We understand that trench work will not extend below three feet below ground surface. The following specific scope of services is anticipated for this study:

- Coordinate and manage the field investigation, including scheduling of public and private utility locates and GeoDesign field staff.
- Prepare a site-specific HSP checklist for proposed field activities.
- Contact the Oregon One-Call Utility Notification Center to clear the location of public utilities beneath the areas to be explored.
- Subcontract a private utility locating service to clear proposed exploration locations of potential private utility conflicts.
- Complete seven explorations to depths of up to 3 feet below ground surface using hand auger drilling methods.
- Collect soil samples from each exploration for field screening and maintain a detailed log of subsurface conditions encountered in each exploration.
- Screen the soil samples in the field using water sheen screening and headspace vapor screening with a hand-held PID.
- Collect up to two (2) soil samples from each exploration and submit the samples to a chemical analytical laboratory for analysis of diesel- and oil-range hydrocarbons by Method NWTPH-Dx; PAHs by EPA Method 8270C SIM; RCRA-8 total metals by EPA 6000/7000 Series Methods; PCBs by EPA Method 8082; Organochlorine pesticides by EPA Method 8081B; and/or 17 agricultural-use total metals by EPA Method 6020A.
- Following sampling, properly abandon the explorations by backfilling with soil and repair the ground surface as appropriate.
- Compare the analytical results to the appropriate DEQ regulatory risk-based levels, clean fill screening values, and summarize the results of the sampling activities in a report that will include recommendations for additional sampling, management of soil during construction, and soil disposal.

- C. Contaminated Media Management Plan. Upon completion of Level II investigation activities at the Chevron Gas Station site and the ODOT Ambler Rd. Site, Ambler North Property discussed above, a (CMMP) will be prepared if requested. The CMMP will provide the locations of known or suspected areas of contamination and information on the proper identification, handling, stockpiling, and disposal of contaminated media that could be encountered during construction activities. If dewatering will be required during excavation with contaminated areas, the CMMP will also include a generic construction dewatering plan. The information in the CMMP can be referenced and used to prepare hazardous materials project special provisions. **(Contingency Task)**

Deliverables:

- *Report with recommendations for additional sampling, management of soil during construction, and soil disposal for Chevron Gas Station (12479 SE 82nd Avenue)*
- *Report with recommendations for additional sampling, management of soil during construction, and soil disposal for ODOT Ambler Rd. Site, Ambler North Property*
- *Draft and Final Contaminated Media Management Plan*
- *Construction Dewatering Plan if applicable*

Task 6: Preliminary Design

Preliminary design and concepts were developed with Phase 1 of the project using aerial topography and GIS based ROW mapping to accompany the traffic engineering focused work to date. Building upon the work completed to date, the team will complete the following:

- A. Using the preliminary design, prepare 30% design drawings with final surveyed base map and right-of-way. Generate horizontal and vertical alignments with preliminary cross-sections. Provide 30% drawings of bridge structure, and also design and layout signal pole locations, ADA ramps, and other facilities. Show preliminary storm sewer layout. The 30% design including profiles and cross sections will be shown on a PDF roll map.
- B. Prepare Design Report with detailed updated cost estimates.
- C. Develop preliminary stormwater management concepts and designs. Perform a preliminary storm drainage analysis that included detention and water quality for design and coordination with surface water quality authorities. Prepare preliminary and final drainage reports and submit to the County.
- D. Research existing utilities and obtain as-built drawings. Coordinate with utility services such as gas, electrical, telephone, water, etc. to determine potential utility conflicts and location requirements.
- E. Develop Project Level Traffic Management Plan per ODOT Standards

Deliverables:

- *Design base map per ODOT standards*
- *Strip maps with preliminary cross sections and profiles.*
- *Draft and Preliminary Stormwater Management Report*
- *Seismic Vulnerabilities Report*
- *Design Report with updated cost estimates*

Task 7: Right-of-Way Research, Descriptions, Appraisals, and Acquisitions

The Consultant will provide appraisal, negotiation, acquisition and relocation services as required. It is anticipated that up to 59 files will be required for this project and one (1) relocation. The Consultant shall develop the right-of-way legal description exhibits; “A” written legals, and “B” map descriptions. The Consultant will:

- A. Coordinate with the County to determine any partial or full acquisitions of right-of-way or easements required based on the preferred alignment. Prepare separate Right-of-Way Impact Maps for each parcel under easement acquisition, identifying impacts to landscape vegetation or other improvements within permanent and temporary easement areas and major improvements within close proximity to the easement areas.
- B. Assist the County with the preparation of a resolution of necessity for right-of-way acquisition. Work with County staff to review options for centerline description method for establishing Resolution of Necessity.
- C. Prepare legal descriptions (Exhibits A) and exhibit maps (Exhibits B) for all permanent and temporary easements to be acquired.
- D. Develop right-of-way and easement cost estimates that shall not be broken down or identified by individual properties, but only be total cost to be used in consideration of alternatives.
- E. Produce real estate appraisals in accordance with ORS Chapter 35, the ODOT Right-of-Way Manual and the Uniform Relocation Act for each parcel identified for which a property interest is to be acquired. Provide the County with two hard copies and one digital copy of each real estate appraisal. The Consultant should be aware that all appraisals shall undergo an independent appraisal review and that the Consultant, if necessary, will take corrective actions necessary to provide the County with an appraisal that passes the appraisal review process.
- F. Conduct relocation interviews and develop relocation studies for displaced owners and/or tenants and deliver to the County for review.
- G. Conduct right-of-way negotiations and acquisitions in conformance with current state and federal regulations and the Federal Uniform Relocation Act (URA). Under no circumstances shall the Consultant take coercive action to induce an agreement on the price to be paid to the property owner. If negotiations do not result in an agreement within 60 days of the date of offer,, the Consultant shall confer with County staff to determine if negotiations should continue or the file should be submitted to the County with Recommendation for Condemnation.
- H. Develop a Right-of-Way Status Report and update and submit to the County on a bi-weekly basis.
- I. Stake ROW and Easements in field as requested by County (Contingency Item)

Deliverables:

- *Right-of-way cost estimates*
- *Right-of-Way Legal Descriptions; Exhibits “A” and “B”.*
- *Right-of-Way Impact Maps*
- *Real estate appraisals*
- *Master right-of-way drawing*
- *Relocation studies*
- *Right-of-Way Status Reports*
- *ROW negotiation files complete with all documents pertinent to County ROW acquisition standards with either a final report and executed documents or a Recommendation for Condemnation.*
- *Digital copy of RC’d files in addition to the hard files*

County Deliverables:

- *The County will send out General Information Notices (GIN Letters).*

Task 8: Final Design Plans, Specifications and Bid Assistance

The Consultant will advance the recommended alternative from 30% design stage to the 100% complete stage. The Consultant shall complete the following:

8.1 Design Coordination

- A. Attend Four (4) 2-hour sessions to review design concepts with County and ODOT and coordinate design elements.
- B. Determine sheet layouts, title blocks, and numbering scheme
- C. Utility Coordination – Send plans to utilities at the 30%, 60% and 90% stage to provide information on required utility relocations. Hold up to six meetings in the field or office with utilities to discuss specific relocation requirements. Develop specifications to be include in the special provisions for utility relocation times.
- D. Conduct 60% and 90% design work sessions with the County and ODOT.
- E. Prepare ADA compliance Memorandum and Exhibits. Process and document any requested design modifications. Prepare County ADA checklist for ADA ramp design and submit to County for review.
- F. Prepare the Mobility Checklist and Decision Tree for the project, and coordinate with ODOT’s Motor Carrier Transportation Division.
- G. Print and Assemble 60%, 90%, and Final Plans Sets (Assume 30 sets per submittal)

8.2 Preparation of Plans and Specifications

Provide the design and produce all plan drawings including title, summary, typical section, grading plans, erosion control plans, temporary protection and direction of traffic, roadway plan and profile, bridge plans and details, retaining wall plans and details, roadway pavement details, drainage details, standard details, traffic signal and interconnect plans and details, and other required drawings for submittal to County for review.

- A. Title Sheet
- B. Complete Roadway Design and Develop Roadway Plan and Profiles (1”=20’)
- C. Prepare a 3D Roadway model using AutoCAD Civil 3D and develop typical sections and design cross sections to be included in the plans. Calculate earthwork from the roadway model.
- D. Provide all Roadway Design Details in the plans and also provide detailed grade sheets for driveways and ADA ramps.
- E. Provide design and plans for the bike and pedestrian facilities including the multi-use pathway west of 82nd/Sunnybrook; connection to the light-rail facility; and a new connection

to the Clackamas Promenade in addition to the bike/pedestrian facilities along S.E. Sunnyside Road that are separated from the roadway.

- F. Investigate seismic vulnerabilities of existing bridge #09715 (SE Sunnyside Road over I-205) including the proposed widening. Prepare illustrative exhibits and cost estimates for needed Phase 2 seismic retrofits of the existing bridge to accompany deliverables at the 60% milestone. Complete bridge design and prepare plans and details for the bridge over I-205 along SE Sunnyside Road. Submit stamped bridge drawings according to applicable ODOT standards for ODOT Bridge Section and provide bridge calculations for review.
- G. Complete design and prepare plans for retaining walls required for the project. It is anticipated that the majority of the walls will be associated with the bridge crossing of I-205.
- H. Provide design of stormwater management facilities including storm sewer system, stormwater treatment, detention, and infiltration facilities. Prepare plans and details for construction.
- I. Design and Prepare Traffic Signal and RRFB plans for the locations identified as follows:
 - Harmony Road/Fuller Road – Minor Modification
 - Harmony Road at Clackamas Community College - RRFB
 - Sunnyside Road/OR213 (82nd Avenue) – Temp Signal & Full Replacement
 - Sunnyside Road/8600 Block – Minor Modification
 - Sunnyside Road/9000 Block – Minor Modification
 - Sunnyside Road/93rd Avenue – Temp Signal & Major Modification
 - Sunnyside Road/I-205 Southbound Ramps – Temp Signal & Full Replacement
 - Sunnyside Road/I-205 Northbound Ramps – Temp Signal & Full Replacement
 - Sunnybrook Boulevard/OR213 (82nd Avenue) – Temp Signal & Major Modification
 - Sunnybrook Boulevard/84th Avenue – Minor Modification
 - Sunnybrook Boulevard/24-hr Fitness Entrance – Minor Modification
 - Sunnybrook Boulevard/Oak Bluff Boulevard – Minor Modification
 - Sunnybrook Boulevard/93rd Avenue – Minor Modification
 - Sunnybrook Boulevard/I-205 Northbound Ramps – Minor Modification
 - Sunnybrook Boulevard/97th Avenue/Mather Road – Minor Modification
 - SE 93rd Ave/Red Robin93rdAve/Chick-fil-A driveway – RRFB
- G. Design and Prepare Fiber Optic Communications, Interconnect & ITS plans for the project. Coordinate with adaptive signal timing vendor to adjust traffic signal timing for each phase of the project.
- H. Illumination plans. It is assumed that PGE will design the lighting systems within Clackamas County ROW and DKS Associates will design the lighting within ODOT Right-of-way
- I. Provide design and plans for Signing and Pavement Marking for the project.
- J. Prepare Grading, Erosion Control and Sediment Control Plans for the project.
- K. Prepare Temporary Protection and Direction of Traffic and Construction Staging Plans including detour plans, and advance signing plans for the project.
- L. Prepare Right-of-Way Acquisition Plan Sheets showing proposed easements and existing ROW lines along with notes outlining special requirements associated with individual properties.

- M. Additional Design Services outside the project area or as requested by Clackamas County. Provide additional coordination and design services as authorized for roadway design, traffic-related design elements, cost estimating, and specifications. **(Contingency Task)**
- N. Bridge Seismic Retrofit. Complete relevant engineering design drawings for the Phase 2 seismic retrofit of existing bridge #09715. **(Contingency Task)**

8.2.1 Specifications - Specifications should be prepared based on the 2015 Oregon Standard Specifications for Construction.

- A. Complete the specification bid assembly request form and eliminate all the non-applicable portions of the special provisions. Prepare Volume II of the project specifications, known as the “special provisions”. Special provisions will be prepared with the 90%, and bid plans.
- B. Revise and finalize the special provisions based on the comments received and the pay items listed in the cost estimate. The professional of record will seal the applicable section of the special provisions.

8.3 Construction Estimates

- A. Prepare the quantity calculations and the cost estimate at each design deliverable submittal (60%, 90% and bid). Verify the bid items match the payment in the special provisions and the plans. Maintain backup data for costs and quantities.

8.4 PS&E Review Comments

- A. Attend formal PS&E review meetings at the completion of the design submittal reviews at the 60%, 90%, and 100% phases. Three (3) 2-hour meetings are assumed.
- B. Create a spreadsheet at the 60% review to document the review comments, recommendations for action, and responses from these submittals. Append the spreadsheet at each subsequent design review.

8.5 QA/QC Review

- A. Provide internal QA/QC review of the plans prior to the 60% and Final stages of the plan submittal to the County.

8.6 Pre-Bid Services

- A. Prepare for, attend, and present project design information to prospective bidders at the pre-bid meeting.
- B. Provide interpretation of construction plans and specifications during the bidding process.
- C. Provide addendum support. Preparation of up to two addenda is included.

Deliverables:

- *Plan sheets as listed in Section 7.2 in full and 11” x 17” Size at 60%, 90% and bid phases.*
- *Photometric Analysis for areas in ODOT ROW.*
- *Special Provisions with the 90%, and bid documents.*
- *Quantity calculations and cost estimate backup with the 60%, 90%, and bid documents.*
- *Utility Contact List with completion of project base map*
- *Preliminary Utility Notification List and Letters with the 60% plan submittal*
- *Final Utility Letters with the 90% plan submittal*
- *PS&E comment spreadsheet at 60%, 90%, and final plan submittal*
- *AutoCAD drawings of final design*
- *Bridge Design Calculations (including independent design check)*
- *Addenda a minimum of three (3) working days prior to bid opening, as coordinated with County.*

- *Bridge Seismic Retrofit – Up to 20 sheets – Contingency Task*

COUNTY’S RESPONSIBILITIES

The County will:

- A. Obtain preliminary title reports and current vesting deeds for properties within the project area.
- B. Print informational flyers and announcements and distribute by mail as needed to area residents.
- C. Prepare and obtain Rights of Entry as needed by the Consultant for the project work scope.
- D. Pay all associated fees for required applications.
- E. Provide design information for the project including roadway section requirements.
- F. Make personnel available for necessary meetings.
- G. Provide timely reviews of documents by qualified personnel.
- H. Provide bid advertisement and bid document printing services.

CRC Mobility Phase Two Fee Summary

Task		Fee	Reimbursable	Total Fee
1.1 Management and Administration		\$211,992.88	\$5,000.00	\$216,992.88
A	Management and Coordination of Project Team	\$177,354.88	\$5,000.00	\$182,354.88
B	Track costs and budget, prepare monthly invoices (24 included)	\$19,078.00	\$0.00	\$19,078.00
C	Prepare monthly summary reports	\$9,120.00	\$0.00	\$9,120.00
D	Monitor and Manage Budgets	\$6,440.00	\$0.00	\$6,440.00
1.2 Project Coordination and Meetings		\$73,807.54	\$240.00	\$74,047.54
A	Kick-off Meeting	\$3,871.55	\$0.00	\$3,871.55
B	Bi-weekly Project Meetings	\$62,803.99	\$240.00	\$63,043.99
D	External Design Coordination Meetings (8 total)	\$7,132.00	\$0.00	\$7,132.00
1.3 Project Schedule		\$7,780.00	\$0.00	\$7,780.00
A	Prepare Activity Schedule with Milestones	\$2,100.00	\$0.00	\$2,100.00
B	Revise Project Design Schedule (Two Included)	\$1,520.00	\$0.00	\$1,520.00
C	Prepare Estimated Construction Schedule	\$4,160.00	\$0.00	\$4,160.00
2. Public Involvement		\$125,466.33	\$0.00	\$125,466.33
A	Coordination with Project Team	\$10,293.00	\$0.00	\$10,293.00
B	Prepare up to Six (6) Flyers or Other Media Updates	\$19,080.00	\$0.00	\$19,080.00
C	Coordinate and Facilitate up to 25 Stakeholder Meetings	\$33,084.33	\$0.00	\$33,084.33
D	Conduct One (1) Open House	\$10,931.00	\$0.00	\$10,931.00
E	Maintain Project Website and Provide Three (3) Updates	\$9,540.00	\$0.00	\$9,540.00
F	Create 3D Fly-through Model	\$15,550.00	\$0.00	\$15,550.00
G	Additional Public Involvement as Needed (Contingency)	\$26,988.00	\$0.00	\$26,988.00
3. Survey and Mapping		\$164,400.00	\$6,000.00	\$170,400.00
A	Topographic Survey and Base Map	\$88,830.00	\$5,000.00	\$93,830.00
B	ROW and Record of Survey	\$23,450.00	\$1,000.00	\$24,450.00
C	Additional Survey as Authorized (Contingency)	\$24,960.00		\$24,960.00
D	Prepare maps showing easements, ROW, topography, etc.	\$27,160.00		\$27,160.00
4. Project Permitting and Agency Coordination		\$57,264.50	\$400.00	\$57,664.50
A	Traffic Signal Modification Requests for ODOT Signals	\$8,118.50	\$0.00	\$8,118.50

B	Access Management Strategy HCA and WES Buffer Review and Permitting	\$6,106.00	\$0.00	\$6,106.00
C	(Contingency	\$16,240.00	\$400.00	\$16,640.00
D	ODOT Coordination and Permitting	\$26,800.00	\$0.00	\$26,800.00

5. Field Studies and Reports		\$93,959.04	\$113,326.00	\$207,285.04
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A	Geotechnical Investigation and Pavement Design	\$76,255.91	\$98,504.00	\$174,759.91
B	Level II Hazardous Material Report	\$13,648.65	\$14,822.00	\$28,470.65
C	Contaminated Media Management Plan (Contingency)	\$4,054.48	\$0.00	\$4,054.48

6. Preliminary Design		\$313,362.08	\$420.00	\$313,782.08
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A	Finalize Horizontal and Vertical 30% Design	\$210,799.08	\$120.00	\$210,919.08
B	Prepare Design Report with Updated Cost Estimates	\$40,221.00	\$300.00	\$40,521.00
C	Prepare Preliminary and Final Stormwater Report	\$42,360.00	\$0.00	\$42,360.00
D	Utility Coordination - Initial Research and Meetings	\$6,520.00	\$0.00	\$6,520.00
E	Project Level Traffic Management Plan	\$13,462.00	\$0.00	\$13,462.00

7. Right of Way Services		\$565,402.18	\$0.00	\$565,402.18
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A	Determine ROW or Easements Required. Prepare Property Impact Map	\$21,840.00	\$0.00	\$21,840.00
B	Assist County with Resolution of Necessity	\$3,660.00	\$0.00	\$3,660.00
C	Prepare Legal Descriptions and Exhibits (Assume 59 Files)	\$47,550.00	\$0.00	\$47,550.00
D	Prepare Separate ROW Maps and Cost Estimates for Each Parcel Under Acquisition	\$16,135.25	\$0.00	\$16,135.25
E	Prepare appraisals for properties requiring acquisition	\$244,324.50	\$0.00	\$244,324.50
F	Conduct relocation interviews and develop studies	\$5,473.13	\$0.00	\$5,473.13
G	Conduct ROW negotiations and acquisitions	\$196,418.25	\$0.00	\$196,418.25
H	Develop ROW Status Report and submit bi-weekly Stake ROW and Easements in Field as Requested by County (Contingency)	\$9,361.05	\$0.00	\$9,361.05
I		\$20,640.00	\$0.00	\$20,640.00

8.1 Design Coordination		\$81,552.57	\$6,470.00	\$88,022.57
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A	Attend Four (4) 2-hour County Work Sessions	\$12,823.93	\$100.00	\$12,923.93
B	Determine Sheet Layout, Title Blocks and Numbering Scheme	\$1,350.00		\$1,350.00
C	Utility Provider Coordination and Meetings	\$12,010.00	\$200.00	\$12,210.00
D	Conduct 60% and 90% Work Sessions with the County	\$9,998.56	\$70.00	\$10,068.56
E	ADA Compliance Memo, Exhibits and Checklists	\$12,546.00	\$100.00	\$12,646.00
F	ODOT Mobility Checklist and Decision Tree	\$6,794.50		\$6,794.50
G	Print and Assemble 60%, 90% and Final Plan Sets	\$26,029.58	\$6,000.00	\$32,029.58

8.2 Preparation of Plans		\$1,810,495.40	\$0.00	\$1,810,495.40
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A	Prepare All Necessary Plan Sheets	\$1,810,495.40	\$0.00	\$1,810,495.40
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8.2.1 Prepare Specifications		\$39,329.84	\$0.00	\$39,329.84
A	Complete Bid Assembly Request and Special Provisions at 90% and Bid Plans	\$26,301.92	\$0.00	\$26,301.92
B	Review and Finalize Special Provisions After Review and Comment	\$13,027.92	\$0.00	\$13,027.92
8.3 Construction Estimates		\$52,522.59	\$0.00	\$52,522.59
A	Prepare Quantity Calculations and Costs Estimates at 60%, 90% and Bid Plans	\$52,522.59	\$0.00	\$52,522.59
8.4 PS&E Review		\$20,310.00	\$0.00	\$20,310.00
A	Attend Formal PS&E Review Meetings at 60%, 90% and 100% Phases	\$3,350.00	\$0.00	\$3,350.00
B	Create and Maintain Comment Log Beginning at 60%	\$16,960.00	\$0.00	\$16,960.00
8.5 QA/QC Review		\$52,763.50	\$0.00	\$52,763.50
A	Provide Internal QA/QC Review at 60%, 90% and Final Plans	\$52,763.50	\$0.00	\$52,763.50
8.6 Pre-Bid Services		\$21,319.77	\$0.00	\$21,319.77
A	Prepare for and Attend Pre-Bid Meeting	\$1,340.00	\$0.00	\$1,340.00
B	Provide Interpretation of Plans and Specifications During Bid Process	\$13,679.77	\$0.00	\$13,679.77
C	Provide Addendum Support (Two Included)	\$6,300.00	\$0.00	\$6,300.00
Total Fees		\$3,691,728.22	\$131,856.00	\$3,823,584.22