



AGENDA

Thursday, October 17, 2013 - 6:00 PM

BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2013-82

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectible Accounts for the First Quarter of FY 2014
2. Resolution 1903: Appointment of an Executive Director to the Housing Authority

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

1. Presentation of the 2013 Clackamas County Small Grant Awards (Caroline Hill, County Administration)

IV. 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 hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

V. PUBLIC HEARING *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the 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. 05-2013 Amending Section 6.09 of the Clackamas County Code Pertaining to Library Exclusion Process (Stephen Madkour, Chris Storey, County Counsel)

VI. DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

County Counsel

1. Board Order No. _____ Approving the Designation of Certain Officials as Persons in Charge of County Facilities, Building and Property (Stephen Madkour, Chris Storey)

VII. 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 Study Session. 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

- 6
1. Approval of Annual Revenue Contract 29297-CC with Ride Connection Inc., to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*
 - 7
 2. Approval of an Intergovernmental Agreement between Clackamas County and the Estacada School District – *Children, Youth & Families*

B. Department of Transportation & Development

- 8
1. Approval of a Contract with Harper Houf Peterson Reghellis, Inc. for Consulting Engineering Services for the Tolbert Street, 82nd Drive to Minuteman Way Project

C. Elected Officials

- 9
1. Approval of Previous Business Meeting Minutes – *BCC*

D. Business & Community Services

- 10
1. Approval of an Intergovernmental Agreement between Clackamas County and Metro for the Construction Excise Tax Grant
 - 11
 2. Approval of a Cooperative Intergovernmental Agreement between Clackamas County, the City of Estacada and the Estacada Area County Service District for Library Services

VIII. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

- 12
1. Approval of an Amendment to the Memorandum of Understanding with the City of Damascus for the Construction of Trillium Creek Park

IX. COUNTY ADMINISTRATOR UPDATE

X. 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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.*

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

COPY

Cindy Becker, Director

October 17, 2013

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
First Quarter of Fiscal Year 2014

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2014.
Dollar Amount and Fiscal Impact	\$12,046.81 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	(July 1, 2013 – September 30, 2013)
Previous Board Action	Fourth quarter collection losses were approved by the Housing Authority Board of Commissioners.
Contact Person	Dan Potter- Interim Director, Housing Authority 503-650-3537
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services (H3S) Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2014 (July 1, 2013 – September 30, 2013). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the first quarter of fiscal year 2014 will be \$8,878.19 for Low Rent Public Housing and \$3,168.62 for Jannsen Road Apartments. Of the total first quarter write offs, \$3,017.90 was for uncollected rents and \$9,028.91 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 first quarter of fiscal year 2014 will be \$12,046.81. Total collection losses for fiscal year 2013 were \$63,917.29.

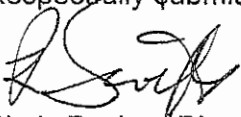
Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677
www.clackamas.us/h3s

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,

A handwritten signature in black ink, appearing to read "C. Becker", written in a cursive style.

Cindy Becker, Director

LRPH

Collection Loss for the period of

7/1/2013


to

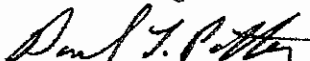
9/30/2013

First Quarter of Fiscal Year 2014

Unit #	SS #	Name	Rent	Sundry	Total
1050-3	xxx-xx-5940	Rochelle Royce	-	303.60	\$ 303.60
1068-5	xxx-xx-8100	Michael Ramsey	72.45	1,195.80	\$ 1,268.25
3059-3	xxx-xx-4444	Mariya Onishchenko	149.25	141.92	\$ 291.17
4085-6	xxx-xx-0023	Heather Sindelar	-	785.56	\$ 785.56
4093-3	xxx-xx-7223	Desiree Savage	6.40	610.01	\$ 616.41
5222-5	xxx-xx-1783	Troy Torgerson	-	256.49	\$ 256.49
5606-2	xxx-xx-0837	Estate of Karin Hockersmith	7.92	150.00	\$ 157.92
5903-5	xxx-xx-0069	Joan Flaherty	(3.90)	83.50	\$ 79.60
7025-3	xxx-xx-7642	Delfina Cruz-Lopez	866.60	394.62	\$ 1,261.22
7025-3	xxx-xx-7642	Delfina Cruz-Lopez	780.00 RR	-	\$ 780.00
10010-2	xxx-xx-4176	Traci Hale	716.22	2,157.93	\$ 2,874.15
12020-2	xxx-xx-5733	Julie Saeteurn	203.82	-	\$ 203.82
					\$ -
Total Write-off			2,798.76	6,079.43	8,878.19


Accounting Specialist 1 - Betty McKee


Finance Manager - Rich Cronk


Executive Director - Daniel F. Potter

JRA


Collection Loss for the period of


7/1/2013 to 9/30/2013
First Quarter of Fiscal Year 2014

Unit #	SS #	Name	Rent	Sundry	Total
40001-9	xxx-xx-3378	Margi Seburn	187.64	2,912.15	\$ 3,099.79
40008-11	xxx-xx-5067	Melinda Cavanah	31.50	37.33	\$ 68.83
					\$ -
					\$ -

Total Write-off	219.14	2,949.48	3,168.62
-----------------	--------	----------	----------


Accounting Specialist 1 - Betty McKee


Finance Manager - Rich Cronk


Executive Director - Daniel F. Potter

October 17, 2013

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Resolution 1903: Appointment of Executive Director to the Housing Authority

Purpose/Outcomes	Appointment of Chuck Robbins as the Executive Director of the Housing Authority of Clackamas County.
Dollar Amount and Fiscal Impact	Budgeted .5 FTE
Funding Source	Housing Authority of Clackamas County
Safety Impact	None
Duration	Permanent position
Previous Board Action	Resolution 1897: Appointment of Interim Director approved by the Housing Authority Board of Commissioners on February 28, 2013.
Contact Person	Dan Potter- Interim Director, Housing Authority 503-650-3537
Contract No.	None

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services (H3S) Department, requests the approval of Resolution 1903 to appoint an Executive Director.

Chuck Robbins has been selected to serve in the position of Executive Director of the Housing Authority of Clackamas County. According to the Housing Authority's Bylaws, the Executive Director shall be appointed by the Housing Authority Board of Commissioners.

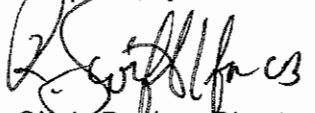
Mr. Robbins will serve in a half time capacity under a permanent position as Executive Director. He will replace the Interim Executive Director who was appointed on February 28th, 2013. In addition to these duties as Executive Director Mr. Robbins will continue to serve on a half time basis as the Director of the Clackamas County Community Development Division.

The appointment will be effective upon Board approval.

RECOMMENDATION:

Staff recommends the Board approval of Resolution 1903 and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


 Cindy Becker, Director

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

In the Matter of Appointment of Executive
Director to the Housing Authority of
Clackamas County

RESOLUTION NO. 1903

WHEREAS, the position of Executive Director of the
Housing Authority of Clackamas County (HACC) is appointed by the Board of Commissioners, and

WHEREAS, Mr. Chuck Robbins has been selected to
serve as the Executive Director, and

WHEREAS, the appointment of the permanent Executive
Director will replace the Interim Executive Director,

NOW, THEREFORE BE IT RESOLVED that the
appointment of Mr. Chuck Robbins as the Executive Director of the Housing Authority of
Clackamas County is approved.

DATED this 17th day of October, 2013.

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

John Ludlow, Chair

Recording Secretary



3

OFFICE OF THE COUNTY ADMINISTRATOR

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

October 17, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Presentation of the 2013 Clackamas County Small Grants Recipients

Purpose/Outcomes	Formally present the 2013 Small Grants awards.
Dollar Amount and Fiscal Impact	\$200,000 already budgeted for in the 2013/14 Fiscal year budget.
Funding Source	General Fund
Safety Impact	The Board of Commissioners' Small Grants Program was started to assist organizations whose purpose is to help the most vulnerable residents of Clackamas County. Some of the programs supported focus on at-risk youth and abuse prevention.
Duration	The 2013 Small Grants Program opened to the public on July 1 and remained open until August 15. The projects should be finalized by June 31, 2014.
Previous Board Action	The Board heard, amended and approved staff's recommendations on September 24.
Contact Person	Caroline Hill, Administrative Board Assistant 2 503 655-8261

BACKGROUND:

The Clackamas Board of Commissioners approved \$200,000 in the 2013/14 FY budget to go toward the 2013 Small Grants Program. This is the fifth year of the program. The goal of the program is to support agencies that are making an effort to develop and implement innovative projects that would help most vulnerable families, seniors, and others meet their basic needs such as food assistance and abuse prevention. Preference is given to those who meet the following criteria:

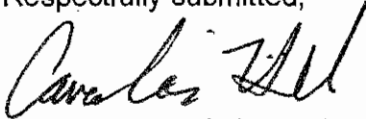
- Prevent occurrence of larger, more dire problems later;
- Save money later through early intervention;
- Serve people throughout the community.

This year we received 75 applications for a total request of \$874,539. A subcommittee reviewed the applications as well as past small grant funding and current funding from other County departments to determine the attached funding recommendations. The committee included Caroline Hill, Small Grants Coordinator; Trent Wilson, Commissioner Policy Coordinator; Sarah Stegmuller-Eckman, Emergency Management and Eben Polk, Sustainability.

RECOMMENDATION:

Staff requests the Board of County Commissioners acknowledge the 2013 Small Grant Recipients and your continued support of this vital program.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Caroline Hill".

Caroline Hill, Administration Staff
Clackamas County Board of Commissioners Office
Office of the County Administrator

2013 Small Grants Recommendations

Organization	Project	Recommendation
Beavercreek United Church of Christ, The Ten O'clock Church	Food Pantry Freezers- Beavercreek United Church of Christ Community Food Pantry Project	800
Child Advocates, Inc	A CASA for Every Child	5,918
Clackamas County Children's Commission (Request 2)	Healthy Families	15,850
Clackamas Service Center	Improving Food Security for Families and Individuals in Clackamas County	10,377
Colton Helping Hands	Supplemental Food Purchase Program	3,000
CTV Lutheran Church	Social Ministry Christ the Vine Lutheran Church	2,000
Estacada Area Food Bank	Feeding the Hungry	3,000
Family Stepping Stones	Parent Education Expansion - Family Justice Center Collaboration	5,870
FolkTime, Inc	Providing veterans of the Afghanistan and Iraq wars living in Clackamas County with intentional peer support and outreach activities	15,000
Foothills Community Church Helping Hands-Healing Hearts	Helping Hands-Healing Hearts Family Support and Service for Families and adults with disabilities	3,000
Foothills-Molalla Adult Community Center	Sequester Impact - Reduced Contracted Meals	3,000

Friends of Estacada Community Center	Estacada Senior Community Center Senior Nutrition Program	3,000
Friends of the Milwaukie Center, Inc	Home Delivered Meals for the under 60 non-Medicaid eligible	3,000
Gladstone School District	Family Crisis Flex Fund	5,000
Gladstone Senior Foundation	Support for Gladstone Senior Center Special Events & Meals Program	2,000
Good Roots Community Church	Good Roots Community Food Bank and Garden	5,000
H.O.P.E. of Oregon City	Nutrition Improvement	2,000
Hope Now Ministries HNM	Hope Now Ministries, Community Development Plan	8,000
King's Cupboard	King's Cupboard Fresh Produce Supplement	2,000
Love Inc	Pathways Ho Hope	7,500
National Alliance on Mental Illness of Clackamas County	NAMI Communication and Outreach Improvement Project	7,550
Northwest Family Services	Clackamas Oral Health Program	8,800
NW Community Outreach Ministry	Community Outreach	6,000
Oregon Food Bank	Emergency Food Purchase	2,000
Oregon Lions sight & Hearing Foundation	Mobile Health Screening Program for CC	10,000

Pioneer Center	Senior Nutrition	2,000
ReFit	Home modification services in partnership with the Home RX pilot program	8,000
Senior Citizens of Clackamas County	Technology Update	4,215
Stone Creek Christian Church	Stone Creek Christian Church Food Pantry	5,000
The Angels in the Outfield	Homeless Prevention for Families Transitioning from Abusive Situations	5,000
The Canby Center	The Canby Center Buddies Program	2,000
The Father's Heart Ministry	Hands of Hope	2,000
The Inn Home	The Host Home Project	5,000
Turning Point Church	Turning Point Church Community Pantry	8,250
Volunteers of America	VOA Adelante Youth Substance Abuse Treatment	3,870
Workforce Investment Council	Youth to work	5,000
Youth M.O.V.E. Oregon	The Clackamas Adventure Program by Youth MOVE Oregon	10,000
		200,000



4

OFFICE OF COUNTY COUNSEL

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

Stephen L. Madkour
County Counsel

David W. Anderson
Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Clecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Assistants

October 17, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Ordinance No 05-2013 Amending Section 6.09 of the Clackamas County Code Pertaining to Library Exclusion Process

Purpose/Outcomes	To amend existing ordinance to provide library staff with greater flexibility and discretion to accommodate library users
Dollar Amount and Fiscal Impact	No fiscal impacts are anticipated as a result of the amendments.
Funding Source	Existing library budget and operations
Safety Impact	The ordinance is intended to promote and protect the public's health, safety, and welfare.
Duration	Effective Immediately and of indefinite duration
Previous Board Action	The Library Ordinance was initially adopted in 2001, and amended in 2005. This Board has held study session on August 27, September 24, and October 8. The Board held a public hearing and first reading of the proposed ordinance on September 12, 2013.
Contact Person	Stephen L. Madkour and Chris Storey, Office of County Counsel at 655-8362

BACKGROUND:

Clackamas County Code Section 6.09 presently designates the Library Director as a person in charge for purposes of excluding individuals and issuing exclusion or warning notices. This provision was initially adopted by the Board in 2001 and amended in 2005.

Library staff is very experienced and trained in customer service, and staff works hard to solve problems and provide options to meet the needs of the citizens without relying on exclusions. The library is a public facility and serves all types of people. Occasionally, a patron may become upset and disruptive. Currently, if the patron refuses to lower their voice and calm down, staff would have to issue a warning notice, and if that does not work, a second notice and then an exclusion. Exclusions are anywhere from one day to 90 days.

The proposed changes are designed to give staff more flexibility in handling these types of situations. Currently, the ordinance allows for exclusions but requires a defined time period. Staff would like the ordinance to authorize immediate ejection for only so long as the problem continues.

If, for example, a patron enters the library without a shirt or brings a non-service dog with them, they could be directed to go outside. If the patron puts on a shirt and leaves the dog outside, they would be immediately welcomed back to use the library. The current ordinance does not have the situational flexibility to respond to minor issues such as these. Having the ability to ask a patron to leave the building until the actions stop, or the ability to ask kids to take the play outside and come back in when done, provides an additional tool to keep the library operating safely and productively for citizens and staff.

The proposed amendments also eliminate the existing requirement that patrons notify library staff that they are carrying a weapon.

Attached as Exhibit A for the Board's review and consideration are the proposed updates to Section 6.09 of the County Code dealing with Library exclusions.

RECOMMENDATION:

Staff recommends the Board read the proposed ordinance by title only and approve its adoption.

Respectfully submitted,



Stephen L. Madkour
County Counsel

ORDINANCE NO. 05-2013

AN ORDINANCE AMENDING CHAPTER 6.09 OF THE CLACKAMAS
COUNTY CODE – LIBRARY EXCLUSION PROCESS

WHEREAS, the Clackamas County Board of Commissioners finds that disruptive behavior on County Library property is contrary to the public health, safety and welfare and hinders the ability of County staff to provide service; and

WHEREAS, the Clackamas County Board of Commissioners wishes to update and clarify the authority to County staff to exclude persons from the Library who engage in such disruptive behavior;

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

Section 1: Chapter 6.09, Library Exclusion Process is amended in its entirety to read as follows:

6.09 LIBRARY EXCLUSION PROCESS

6.09.010 EXCLUSION FROM LIBRARY

- A. A person is subject to a warning notice, exclusion from library property, immediate ejection from library property or may otherwise have their library privileges restricted or suspended for a period of up to ninety (90) days for any of the following conduct:
1. **Sleeping.** Sleeping using bedding, sleeping bag or other sleeping matter in the library unless such use has been approved in advance by the Library Director;
 2. **Unrelated Activities.** Use of Library facilities and/or equipment for activities unrelated to the purposes of the Library;
 3. **Excessive Noise.** Loud or excessive noise or use of amplified recording or sound production equipment, including, but not limited to, radios, tape recorders, compact disc (CD) players, and digital media players, such that the sound produced is audible five (5) feet from the device, unless such use has been approved in advance by the Library Director.

4. **Children Required to be in School.** Violating ORS 339.010 or any successor statutes, which requires children between the ages of 7 and 18 years who have not completed the 12th grade to attend regularly a public full-time school, unless the child is exempt from compulsory school attendance by ORS 339.030.
5. **Disruptive Behavior.** Disruptive behavior, which includes, but is not limited to:
 - a. any illegal activity;
 - b. damaging library materials or equipment;
 - c. smoking;
 - d. drinking alcoholic beverages;
 - e. littering;
 - f. soliciting;
 - g. running;
 - h. harassing patrons and/or staff;
 - i. using abusive or threatening language or gestures;
 - j. create public disturbance;
 - k. panhandling; or
 - l. riotous behavior.
6. **Disobeying Library Staff.** Disobeying the direction of a library staff member.
7. **Interference with Use or Duties.** Persons who interfere with the use of the Library by other persons, or interfere with Library employees' performance of their duties.
8. **Appropriate Clothing.** Persons who are not wearing a shirt or other covering of their upper bodies, pants or other covering of their lower bodies, or who are not wearing shoes or other footwear.
9. **Hygiene.** Persons whose bodily hygiene is offensive so as to constitute a nuisance to other persons shall be required to leave the building.
10. **Weapons.** Persons who bring a weapon into the library unless authorized by law under ORS 166.370.
11. **Animals.** Allowing any non-service animal that is not pre-approved by library staff into the library. Any service animal that is allowed to annoy, molest, bark continuously, attack or injure any person or animal on library property or

is tied up and left unattended will no longer be deemed a service dog and will not be permitted to remain on the premises.

Under the federal Americans with Disabilities Act, a service animal is defined as a dog that is individually trained to do work or perform tasks for people with disabilities. The work or task a dog has been trained to provide must be directly related to the person's disability. A service animal whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

12. **Concessions and Solicitations.** Persons who engage in any of the following on library property:
 - a. Operate a concession, either fixed or mobile, without having obtained a permit or contract from the Director;
 - b. Solicit, sell, or offer for sale, peddle, hawk, or vend any goods, wares, merchandise, food, liquids or services without having obtained a permit or contract from the Director; or
 - c. Advertise any goods or services, except signs painted or mounted on vehicles in personal use, without having obtained a permit from the Director.

- B. As used in subsection A above, the term "library privileges" means the ability to obtain the use of any printed material, pictures, sound recordings or information that is kept in any form within any Clackamas County Library building, and to physically enter any Clackamas County Library.

- C. A person may be immediately ejected from the library based on conduct from subsection A, at the discretion of the Library Director or other authorized designee.

- D. A person may obtain a permit to engage in concessions or solicitations, as referenced above in subsection A(12), by submitting a completed application to the Director. The Director will use a range of content-neutral factors to make a determination whether to issue the permit. If a permit application is denied, the applicant may file an appeal following the procedures in 6.09.040 below.

6.09.020 PERSONS AUTHORIZED TO ISSUE EXCLUSION OR WARNING NOTICES OR EJECT INDIVIDUALS FROM PROPERTY.

The Library Director is hereby designated as the person in charge of the Library for purposes of excluding or ejecting individuals and issuing exclusion or warning notices in accordance with this Chapter. The Library Director may authorize other personnel to exclude or eject individuals or issue exclusion or warning notices consistent with this Chapter.

6.09.030 ISSUANCE OF WARNING OR EXCLUSION NOTICES.

A. Warning Notice.

At the time of the occurrence of any conduct identified in Section 6.09.010.A, the Library Director, or designee may issue a written warning notice. The notice shall specify that in the event a second notice is issued to the individual within ninety (90) days of the first notice, that person shall be subject to exclusion from the Library and/or lose such other Library privileges as the Library Director may determine to be appropriate for a period of up to ninety (90) days. The warning notice shall include information concerning the right to appeal the warning notice to the County Administrator.

B. Exclusion Notice.

The Library Director may issue a written exclusion notice excluding the person from the Library. If an individual engages in conduct described in section 6.09.010(A) above that warrants exclusion without a warning notice, then the individual will receive a written exclusion notice.

The notice shall specify that the person is to be excluded from the Library, the period of the exclusion, the time the exclusion is to commence, as well as contain information concerning the right to appeal the exclusion notice to the County Administrator.

6.09.040 RIGHT TO APPEAL.

A. The individual who is excluded, to whom a warning or exclusion notice is issued, or to whom a permit application has been denied shall have the right to appeal the decision.

- B. An appeal must be filed, in writing, with the County Administrator within five (5) business days of the notice's issuance. The notice of appeal shall state the following:
1. The appellant's name;
 2. The appellant's address and a telephone number where they can be reached.
 3. A concise statement as to why the exclusion, denial of a permit or issuance of the notice was in error; and
 4. Attach a copy of the notice or letter of denial.
- C. A hearing on the appeal shall be held no more than thirty (30) calendar days after the filing of the appeal, except in the event the County Administrator determines otherwise. The hearing shall afford a reasonable opportunity for the person requesting it to present and rebut evidence that the warning, exclusion, or permit denial is invalid or unjustified. The decision of the County Administrator is final and shall be in writing. The written decision shall state how it can be appealed.
- D. The warning or exclusion shall remain in effect during the pendency of the appeal.
- E. The County shall have the burden to show by a preponderance of evidence that the warning or exclusion is based on conduct described in Section 6.09.010. In the case of a permit denial, the County shall have the burden to show by a preponderance of the evidence that the denial of the permit was determined through a content-neutral analysis.
- F. Copies of any and all County documents used by the County at the hearing shall be made available to the appellant upon request.

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 17th day of October, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



OFFICE OF COUNTY COUNSEL

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

October 17, 2013

Stephen L. Madkour
County Counsel

Board of County Commissioner
Clackamas County

David W. Anderson
Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Assistants

Members of the Board:

Approval of Board Order Designating Certain Officials as Persons in Charge of County Facilities, Buildings and Property

Purpose/Outcomes	To designate the County Administrator and the Sheriff, and their respective designees as Persons in Charge for the purposes of ORS 164.205.
Dollar Amount and Fiscal Impact	This Board order is not expected to have a fiscal impact on the County
Funding Source	County General Fund
Safety Impact	The designation of a "Person in Charge" by the Board is a statutory requirement to any enforcement efforts under ORS 164.205.
Duration	Effective immediately and of indefinite duration
Previous Board Action	The Board has generally considered the issue of exclusions and ejections from county library and other facilities at study sessions on August 27, September 24, and October 8, and the business meeting of September 12, 2013.
Contact Person	Stephen L. Madkour, County Counsel at 503/655-8362

BACKGROUND:

Clackamas County owns, operates, and occupies facilities throughout the county. Presently no policy exists that designates who is in charge of the various facilities. This designation is important in the context of disruptive individuals refusing to leave county facilities.

Oregon Revised Statutes 164.204 requires that the Board of Commissions designate a "person in charge" in order to effectuate the provisions of that statute. The proposed

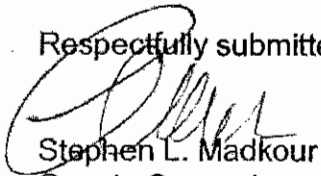
Order designates the County Administrator and the Sheriff, or their respective designees, as "persons in charge" of County facilities, buildings, and property.

After receiving a considerable amount of public testimony, the Board of County Commissioners proposes adopting a Board Order that will create greater flexibility in the operation of County facilities while at the same time providing for the safety of our employees. Rather than being punitive, the intent of this Order is to prevent inappropriate activity from interfering with the County's ability to serve citizens visiting County facilities.

RECOMMENDATION:

Staff recommends the Board approve the proposed Order, which is attached to this staff report as Exhibit A.

Respectfully submitted,



Stephen L. Madkour
County Counsel

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

**In the Matter of Designating Certain
Officials as Persons in Charge of
County Facilities, Buildings
and Property**



Order No. _____

WHEREAS, Clackamas County owns, operates, and leases facilities, buildings, and property throughout the County, and the majority of these facilities, buildings and property are open to the public;

WHEREAS, Oregon Revised Statutes 164.205 requires the Board of Commissioners to designate a "person in charge" for the purposes of having lawful control over the premises; and

WHEREAS, the Board of County Commissioners finds that it is in the public interest to designate certain individuals as "persons in charge" of county facilities, buildings, and property; now,

Now, therefore, it is hereby ordered:

The following County officials are hereby designated as those "persons in charge" of county facilities, buildings and property:

1. The County Administrator or his/her designee; and
2. The Sheriff or his/her designee.

DATED this 17th day of October, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

October 17, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Annual Revenue Contract 29297-CC with
Ride Connection, Inc. to Provide Funding for Rides Provided by
Members of the Clackamas County Transportation Consortium

Purpose/Outcomes	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	The total agreement is \$619,401. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund (STF) and Tri-County Metropolitan Transportation District of Oregon (Tri-Met).
Funding Source	State of Oregon, STF and Tri-Met funds. No County General Funds are involved
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6459

BACKGROUND:

This agreement provides funding for rides provided throughout the County by members of the Clackamas County Transportation Consortium. This contract will provide continued funding to reimburse members of the Clackamas County Transportation Consortium for transportation services they provide to Clackamas County seniors and persons with disabilities during fiscal year 2013-14. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Centers located in Canby, Estacada, Gladstone, Hoodland/Welches, Lake Oswego, Milwaukie, Molalla, Oregon City, and Sandy provide rides in lift equipped mini-buses to residents in their service area. The transportation services provided by senior centers are primarily to the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide transportation for shopping, personal business, and medical appointments in their local area. Some centers, using ODOT/STF Formula funds, use taxis to provide transportation to medical facilities outside their service area. The TRP program provides rides in either a lift equipped mini-buses or mini-van driven by paid staff or in privately owned autos driven by volunteers. TRP provides transportation throughout the county and to medical facilities located in the Portland-metro area. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct

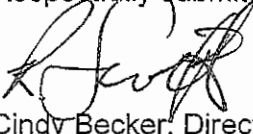
other personal business; including accessing food banks and grocery stores. In general, transportation is provided weekdays between 8:00 am and 5:00pm.

This contract is late due to Ride Connection not being able to release contracts/modifications to its sub-contractors until their funding source released their contract. This resulted in the delay of Ride Connection sending out its contracts for FY13-14. This contract was approved by County Council on October 1, 2013.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Becker', written over a horizontal line.

Cindy Becker, Director

**RIDE CONNECTION, INC.
PROFESSIONAL SERVICES CONTRACT**

Contract No. 29297-CC

This contract is by and between RIDE CONNECTION, Inc., an Oregon nonprofit corporation (hereinafter "RIDE CONNECTION") and Clackamas County Health, Housing, and Human Services Department, Social Services Division, (hereinafter "Contractor") for the provision of transportation services in connection with the revenue derived from the State of Oregon, Elderly and Disabled Transportation Fund (STF) and Tri-County Metropolitan Transportation District of Oregon (TriMet) agreements.

1) TERM

The term of this contract shall be from July 1, 2013 through June 30, 2014, unless terminated sooner under the provisions of this contract.

2) COMPENSATION

RIDE CONNECTION agrees to pay Contractor a maximum of \$619,401 and Contractor agrees to pay a maximum match of \$9,223.16 as outlined in Exhibit B1.

All Contractor invoices shall be sent directly to RIDE CONNECTION and shall contain a reference to the contract number and date services were furnished. Reimbursement to Contractor will be made either quarterly or monthly upon receipt of funding from Oregon Department of Transportation or TriMet.

3) STF REQUIREMENTS

RIDE CONNECTION and Contractor enter into this contract for the purpose of providing contracted transportation services to seniors and persons with disabilities residing in the Boring area in Clackamas County affected by the withdrawal of TriMet services and to support contracted transportation service for Ride Connection.

- a) Contractor agrees to provide the service and activities in accordance with ORS 391.800 through 381.830 and OAR 732-005-0000 through 732-005-0081, and this Agreement.
- b) Contractor agrees to specifically address STF moneys in its annual audits. If requested by RIDE CONNECTION or the Tri-County Metropolitan Transportation District of Oregon (Oregon Department of Transportation) Contractor shall provide a copy of those audit reports. RIDE CONNECTION or Oregon Department of Transportation may request additional information including, but not limited to, audits of specific projects or services. Contractor will adhere to financial management procedures in accordance with Oregon and other applicable laws, and specifically as provided by ORS 391.800 through 391.830 and OAR Chapter 732.

4) VEHICLE PROVISIONS

Ride Connection operates a program in the state of Oregon, funded by TriMet and ODOT for the management and operation of Ride Connection owned vehicles (listed in Exhibit D1, incorporated by reference).

- a) Contractor must utilize the vehicle(s) for the purpose of enhancing transportation services for people with disabilities and/or seniors living in the tri-county area.
- b) Ride Connection makes the vehicles listed in Exhibit D1 available to Contractor on terms and conditions stated herein.
- c) Contractor shall pay for all expenses necessary for the proper execution and completion of all service including, but not limited to, keeping the vehicle(s) and equipment in good condition and any other expenses associated with operating the equipment.
- d) Contractor shall be financially responsible for returning the equipment and vehicle(s) listed in Exhibit D1 at the end of its useful life.
- e) In no event shall Ride Connection pay for maintenance or repair of the equipment and vehicle(s) during the term of this agreement, except such maintenance as may be allotted in Exhibit D1.
- f) In the event of major mechanical breakdown, Contractor shall tow the vehicles listed in Exhibit D1 to an appropriate facility and report the problem to Ride Connection.
- g) Contractor must obey all laws in using the vehicle(s) and equipment and must only allow licensed, insured, and Ride Connection approved drivers to operate the vehicles.
- h) Contractor must keep the vehicles listed in Exhibit D1 free of liens and encumbrances.
- i) All drivers of the vehicles under this agreement shall participate in certified training sessions to ensure safety of operations. Ride Connection sponsors and pays for certified training sessions which may be used to meet this requirement.
- j) Ride Connection, ODOT, and TriMet reserve the right to inspect the vehicles at any time.

5) FEDERAL REQUIREMENTS

- a) This contract is funded in part under a financial assistance agreement between Oregon Department of Transportation and the U.S. Department of Transportation, Federal Transit Administration ("FTA"). This contract is subject to all provisions prescribed for third party contracts by the financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit "A" (FEDERAL REQUIREMENTS), which is attached hereto, and made a part of this contract.
- b) This Contract is funded in part under financial assistance agreement between the Oregon Department of Transportation (ODOT) and RIDE CONNECTION, Inc. This contract is subject to all provisions prescribed for third party contracts by the financial assistance agreement, including, but not necessarily limited to, the provisions in The United States of America Department of Transportation Federal Transit Administration Master

Agreement, which is made part of this contract. The FTA Master Agreement is available from the Federal Transit Administration at <http://www.fta.dot.gov> or from Ride Connection upon request.

- c) Contractor shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with OAR Chapter 125 for the Oregon Department of Administrative Services and ORS and in conformance to FTA Circular 4220.1E, *Third Party Contracting Requirements*, ensuring that:
 - 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) Contracts will not exceed a period of five years without prior approval of FTA, and;
 - v) Construction, architectural and engineering procurements are based on Brooks Act procedures unless the State of Oregon has adopted a statute that governs such procedures.
- d) Exhibit D, the Lobbying Certificate is incorporated and made part of this agreement.
- e) Contractor is responsible for submission of any draft subagreements and contracts associated with this Agreement to Ride Connection for Review and approval. Best Practices Procurement Manual, a technical assistance prepared by the FTA, is available on the FTA website: <http://www.fta.dot.gov>.

6) CONTRACTOR IS AN INDEPENDENT CONTRACTOR

Contractor shall be an independent Contractor for all purposes, and shall be entitled to no compensation from RIDE CONNECTION other than the compensation provided for under this contract. Neither Contractor, nor its officers, directors, employees, subcontractors or volunteers shall hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection or Oregon Department of Transportation for any purpose whatsoever. Contractor will exclusively responsible for all costs and expenses relating to its employment of individuals to perform under this agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding.

7) LIABILITY

Notwithstanding any other agreements, Contractor agrees to defend, hold harmless, and indemnify RIDE CONNECTION, Oregon Department of Transportation and its members, the State of Oregon, TriMet and its members and the Oregon Transportation Commission and its members against any legal liability with respect to bodily injury, death, and property damage arising from the negligence of Contractor during its use of the property owned or registered to RIDE CONNECTION or in performance of the Services.

8) INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of Contractor, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

9) HOURS OF EMPLOYMENT

Pursuant to ORS 279.316 and ORS 279.334, all laborers shall be paid at least time and a half for all overtime in excess of forty (40) hours in any one week and for all work performed on legal holidays, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.

10) WORKERS' COMPENSATION

- a) The Contractor, its subcontractors, if any, and all employees working under this contract are subject employees under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers, unless they are exempt under ORS 656.126. Provider shall indemnify Ride Connection and Oregon Department of Transportation including reasonable attorney's fees for breach of this provision.
- b) Contractor warrants that all persons engaged in contract work and subject to the Oregon workers' compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify RIDE CONNECTION for any liability incurred by RIDE CONNECTION as a result of Contractor's breach of the warranty under this Paragraph.

11) WARRANTIES

Contractor warrants that all use of capital purchased under this contract will meet or exceed standards and requirements set forth in this contract. If RIDE CONNECTION discovers a breach of that warranty within one (1) year after final payment under this contract and gives Contractor written notice of that breach within a reasonable time after discovery, Contractor shall remedy the breach promptly and at no cost to RIDE CONNECTION.

12) ASSIGNMENT

Contractor may not assign, delegate, or subcontract for performance of any of its responsibilities under this contract without RIDE CONNECTION's prior written consent.

13) LABOR AND MATERIAL

Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Services, all at no cost to RIDE CONNECTION other than the compensation provided for in this contract.

14) AVAILABILITY OF WORK AND DOCUMENTS

In addition to the rights of inspection provided for under other provisions of this Agreement, Contractor and any organization acting on the Contractor's behalf, will permit Ride Connection, Oregon Department of Transportation, the Public Transit Division, the Secretary of State of the State of Oregon, or TriMet or their authorized representatives, upon reasonable notice, access to all books, documents, papers, data and records relating to the transportation system supported in whole or part by the STF or any other funding provided by ODOT or TriMet, and will allow inspection of the Project supported in whole or part by the STF or other funding provided by TriMet including, but not limited to, the physical premises and Capital Items used to deliver transportation services.

In accordance with the foregoing, Contractor and any organization acting on the Provider's behalf shall make copies of the applicable records available to Ride Connection, Oregon Department of Transportation, the Public Transit Division, or the Secretary of State of the State of Oregon and TriMet upon their request.

15) RECORD RETENTION

Contractor shall keep complete records pertaining to the requirements and performance of this Agreement, and shall maintain such records for at least six years after Ride Connection's final disbursement of funds or until the completion of any litigation arising under this Agreement, whichever is later. The rights of inspection granted under paragraph 13 shall extend through the retention period.

16) FUNDING LIMITATION

Contractor understands that funds to pay for Contractor's performance under this contract are anticipated to be made available to RIDE CONNECTION from Oregon Department of Transportation or TriMet. All funds must be approved and administered by Oregon Department of Transportation or TriMet. RIDE CONNECTION's obligation hereunder is payable from funds that are appropriated and allocated by Oregon Department of Transportation or TriMet for the performance of this contract. If funds are not allocated, or ultimately are disapproved by Oregon Department of Transportation or TriMet, RIDE CONNECTION may terminate or suspend Contractor's Services without penalty. RIDE CONNECTION shall notify Contractor promptly in writing of the non-allocation, delay, or disapproval of funding. RIDE CONNECTION shall not be liable for damages in connection with this contract on

account of delay in payments to Contractor due to RIDE CONNECTION's lack of available funds from Oregon Department of Transportation or TriMet.

17) TERMINATION FOR CONVENIENCE

RIDE CONNECTION may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this Paragraph shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this Paragraph, Contractor shall be entitled to payment in accordance with the terms of the contract for Services completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this Paragraph, Contractor shall submit an itemized invoice for all unreimbursed Services completed before termination and all contract close-out costs actually incurred by Contractor. RIDE CONNECTION shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

18) TERMINATION BY CONTRACTOR

Contractor may terminate this agreement, upon delivery of written notice of termination to Ride Connection, or at a later date established by Contractor in the written notice, if:

- i) The requisite local funding to continue the project becomes unavailable to Contractor
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.

19) TERMINATION FOR DEFAULT

If Contractor fails to strictly perform in the manner called for in this contract (including without limitation failure of Contractor to follow procedures set forth in the RIDE CONNECTION OPERATION MANUAL FOR TRANSPORTATION MANAGERS) or if Contractor fails to comply with any other provisions of the contract, RIDE CONNECTION may terminate this contract for default. If the default produces serious safety issues, as determined in the sole discretion of RIDE CONNECTION, then RIDE CONNECTION may immediately and without notice obtain possession and control of any RIDE CONNECTION vehicle used by Contractor to provide the Service. For all other defaults, RIDE CONNECTION shall deliver notice of intent to terminate this contract to Contractor, and Contractor shall have a reasonable period of time (not to exceed 15 days) to cure such default, after which this contract shall be terminated unless cured to the reasonable satisfaction of RIDE CONNECTION. Contractor shall be paid the contract price only for Services performed in accordance with the manner of performance set forth in this contract. If it is later determined by RIDE CONNECTION that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, RIDE CONNECTION may allow Contractor to continue work, or may treat the termination as a termination for convenience.

20) NON-DISCRIMINATION

During the term of this contract, Contractor, Subrecipient, or Subcontractor shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 USC §200d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Contractor, Subrecipient, or Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sexual orientation, sex, age, national origin, political affiliation, marital or veteran status, sensory, mental or physical disability, gender identity, genetics or any other characteristic protected by law and shall not discriminate against any person on the basis of any of the above in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of State-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Ride Connection deems appropriate.

21) JURISDICTION

This contract shall be governed by the laws of the State of Oregon, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon and to the venue of the Multnomah County Circuit Court.

22) COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall adhere to all applicable federal, state, and local laws, regulations, and policies, including, but not limited to, those related to workers' compensation, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, non-discrimination, and affirmative action, including but not limited to those regulations implementing Executive Order Number: 11246 of the President of the United States and section 402 of the Vietnam Readjustment Act of 1973. Contractor shall comply with provisions required in public contracts under ORS Chapter 279, civil rights laws and all requirements established by the Americans with Disabilities Act of 1990, 49 CFR 27 and FTA regulations at 49 CFR Parts 37 and 38. Contractor shall adhere to all safety standards and regulations established by Oregon Department of Transportation and RIDE CONNECTION for Services performed on its premises or under its auspices.

23) INTEGRATION AND MODIFICATION

This contract and the ODOT application submitted by Contractor in connection herewith contain the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. To the extent this contract and the ODOT application conflict, the terms of this contract shall govern. This contract may be modified only by a written agreement signed by authorized representatives of the parties.

24) NOTICES AND COMMUNICATIONS

- a) All notices and other communications concerning this contract shall be written in English and shall bear the number assigned to this contract by RIDE CONNECTION. Notices and other communications may be delivered personally, by telegram, by facsimile, or by regular, certified, or registered mail.
- b) A notice to RIDE CONNECTION will be effective only if it is delivered to RIDE CONNECTION's Executive Director, 847 NE 19th Avenue, Suite 200, Portland, OR 97232 or to another individual specifically designated by this contract or by RIDE CONNECTION in a subsequent written notice to Contractor. A notice to Contractor will be effective if it is delivered to the individual who signed this contract on behalf of the Contractor at the address shown with that signature, or to another individual designated by Contractor in this contract or in a written notice to RIDE CONNECTION. Communications other than notices will be effective if delivered to a person designated under this paragraph for receipt of notices or to the project manager for the party receiving the communication if that project manager has been designated by this contract or by written notice to the other party.

25) INSURANCE

- a) During the term of this contract, Contractor shall purchase and maintain any insurance required by this contract. Policies shall be purchased only from companies that are authorized to do business in Oregon, unless Contractor is adequately self-insured. Contractor shall furnish acceptable certificates of insurance to RIDE CONNECTION with ten (10) days after award of this contract, and prior to commencement of any Services. Contractor shall indemnify RIDE CONNECTION for any liability or damages that RIDE CONNECTION may incur due to Contractor's failure to purchase or maintain any required insurance. Contractor agrees to be responsible for the risk of loss, damage or destruction of RIDE CONNECTION vehicle(s) during the term of this Agreement and until the vehicle(s) is/are returned to RIDE CONNECTION.
- b) Contractor shall pay all premiums and deductibles required to provide the following:
 - i) Oregon statutory workers' compensation and \$500,000.00 employer's liability coverage.
 - ii) Commercial general liability insurance covering bodily injury, death, and property damage. This coverage shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis, with not less than the following limits:
 - (1) Bodily Injury, Death, and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
 - iii) Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:
 - (1) Bodily Injury, Death, and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
 - iv) Contractor shall pay all deductibles for vehicles.

- v) If any of the required insurance policies is on a "claims made" basis, such as Professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- c) The insurance required under this Paragraph shall:
 - i) Include RIDE CONNECTION, and the State of Oregon, Oregon Department of Transportation, Oregon Transportation Commission, the Public Transit Section, TriMet and each of their respective directors, officers, representatives, agents, and employees as additional insureds with respect to work or operations connected with the contract. Auto insurance shall include RIDE CONNECTION and Oregon Department of Transportation, Public Transit Division as additional insured;
 - ii) Require the insurer to give RIDE CONNECTION not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - iii) Include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by RIDE CONNECTION may be called in to contribute to payment for a loss.
- d) It is agreed to the extent permitted by law that Clackamas County's self insurance shall meet the obligations set forth under section 25.

26) PROMPT PAYMENT

Contractor shall make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the Services provided for in this contract.

27) INCOME TAX WITHHOLDING

Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

28) SAFETY

In addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are determined to be applicable to performance of this

contract by RIDE CONNECTION's Safety/Training Coordinator, including without limitation RIDE CONNECTION OPERATION MANUAL FOR TRANSPORTATION MANAGERS.

29) SUBCONTRACT PROVISIONS

Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work. Contractor shall not be relieved of any responsibility for performance of Contractor's duties under this Agreement, regardless of any subcontract entered into. Provider shall require any subcontractor performing services under this Agreement to comply with ORS 391.800 through 391.830, OAR Chapter 732 Divisions 5 and 15, as may be amended, and this Agreement and shall enter into a written agreement with each subcontractor that incorporates those requirements. Contractor shall specifically include in all subcontracts a requirement that the subcontractor shall be bound by the following paragraphs of this Agreement as if the subcontractor were the Contractor: 3B, 8, 14, and 15.

30) PROHIBITED INTERESTS

- a) No RIDE CONNECTION board member, officer, employee, or agent shall have any direct or indirect interest in this contract or its proceeds during or within one year after that person's tenure with RIDE CONNECTION.
- b) Except for unsolicited gifts of nominal value given for advertising purposes, no RIDE CONNECTION board member, officer, employee, or agent shall solicit or accept, and Contractor shall not offer or give to any RIDE CONNECTION board member, officer, employee, or agent, any gratuities, favors, or anything of monetary value in connection with this contract.
- c) No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

31) COMPUTATION OF TIME

Time periods measured in days shall be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is Saturday, Sunday, or a legal holiday as defined in ORS 187.010 or ORS 187.020. If the last day of the period is a Saturday, Sunday, or legal holiday, the period shall run until, and shall include, the next day that is not a Saturday, Sunday, or legal holiday. All time periods measured in days shall be based upon calendar days.

32) AUDIT AND EXAMINATION OF RECORDS

- a) Contractor shall maintain a complete set of records relating to this contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of RIDE CONNECTION, TriMet, Oregon Department of Transportation, the U.S. Department of Transportation, and the Comptroller General of the United States

to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of six (6) years after final payment under this contract.

- b) Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that RIDE CONNECTION, TriMet, Oregon Department of Transportation, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of six (6) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- c) The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between RIDE CONNECTION, TriMet, Oregon Department of Transportation and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.
- d) RIDE CONNECTION, Oregon Department of Transportation, TriMet or a duly authorized representative of RIDE CONNECTION, Oregon Department of Transportation, or TriMet shall at any time during this contract, have access for the purpose of conducting a performance audit, as per Section 3B.

33) REPORTING REQUIREMENTS

Provider shall submit monthly cost and performance data to Ride Connection via the established process, in accordance with Exhibit C1. Reports shall be due within 20 days following the end of each month, or as otherwise directed by Ride Connection. Ride Connection may require additional reporting information from the Provider, in Ride Connection's sole discretion.

34) SEVERABILITY

If a provision of this contract is found by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are affected.

35) WAIVER AND NONWAIVER

- a) A waiver by one party of a right to a remedy for breach of this contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. RIDE CONNECTION's acceptance of goods or services, or payment under this

contract, shall not preclude RIDE CONNECTION from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this contract.

- b) The parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

36) ENVIRONMENTAL VIOLATIONS

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329)

37) PARAGRAPH HEADINGS AND OTHER TITLES

The parties agree that paragraph headings and other titles used in this contract are for convenience only, and are not to be used to interpret this contract.

38) ATTORNEY FEE PROVISION

If suit or action is instituted to enforce any of the terms or provisions of this contract, the prevailing party shall be entitled to its reasonable attorney fees, costs and disbursements.

39) AUTHORITY

The representative signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this contract.

40) MEDIATION

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

41) CERTIFICATE OF OREGON TAX LAW COMPLIANCE

By execution of this contract, Contractor certifies under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law.

For purposes of this certification, "Oregon Tax Laws" are ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Homeowners' and Renters' Property Tax Relief Program under ORS 310.630 to 310.690; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

Date: _____

By: _____

Robert Ueland, President
Ride Connection, Inc.
847 NE 19th Ave, Suite 200
Portland, Oregon 97201

CLACKAMAS COUNTY
Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of the Board

Cindy Becker, Director
Health, Housing, and Human Services Dept.

Date: _____

Federal Tax Identification Number: 93-6002286
Agency's designated contact is: Stefanie Reid-Danielson, (503) 655-8330

EXHIBIT A - FEDERAL REQUIREMENTS (10/12)

1. No Government Obligation To Third Parties

Ride Connection and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Ride Connection, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, "Program Fraud civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of Ride Connection, ODOT, TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor

relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.

B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that Ride Connection, ODOT, TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

4. Federal Changes (10/12)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (*Form FTA MA (19) dated October 1, 2012*) between TriMet and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e

note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as revised, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ride Connection requests which would cause Ride Connection to be in violation of the FTA terms and conditions.

7. Disadvantaged Business Enterprise

A. Policy. TriMet has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. TriMet has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, TriMet has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of TriMet to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

B. Contractor and Subcontractor Obligation. Contractor and/or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

8. Debarment and Suspension (10/04)

The certification in this clause is a material representation of fact relied upon by Ride Connection. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Ride Connection, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Lobbying

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed

by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government. "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) The prohibition does not apply as follows:
- (i) Agency and legislative liaison by Own Employees.
 - (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
 - (c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
 - (d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
 - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).

- (ii) Professional and technical services by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or

regulation, and any other requirements in the actual award documents.

- (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).

- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more

than \$100,000 for each such expenditure.

- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

10. Clean Air

If the total value of this contract exceeds \$100,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 422 U.S.C. 7401 et seq. The Contractor agrees to report each violation to Ride Connection and understands and agrees that Ride Connection will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirement in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Clean Water Requirements

If the total value of this contract exceeds \$100,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to Ride Connection and understands and agrees that Ride Connection will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

12. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

13. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

14. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

15. Cargo Preference

Contractor agrees:

- A. To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration,

Washington, DC 20590, and to TriMet (through the contractor in the case of a subcontractor's bill-of-lading) marked with appropriate identification of the Project.

- C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. Fly America

If this contract involves the international transportation of goods, equipment, or personnel by air, Contractor agrees 1) to use U.S. flag carriers, to the extent service by these carriers is available and 2) to include this requirement in subcontracts at every tier. The Contractor shall submit, if a foreign carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event provide a certificate of compliance with Fly America Requirements. 41 CFR Part 301-10.

17. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

18. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

19. Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section

1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to

paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding – TriMet shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, TriMet may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to TriMet for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be

grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. Contract Work Hours and Safety Standards Act

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the

Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

21. Buy America (03/06)

If this contract is for Construction and/or the Acquisition of Goods or Rolling Stock (valued at more than \$100,000), the Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661 as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. and include, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323 (j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

END OF APPENDIX A – FEDERAL REQUIREMENTS

RIDE CONNECTION, INC.

Scope of Service

Contract No: 29297-CC

The goods and/or services to be provided by the Contractor include, but are not limited to the following:

A Participate in Cost Savings Activities

Service partners agree to participate in coordination activities with Ride Connection and other service partners in the network to meet the demand for service in a cost effective manner.

B Coordinate Customer Information, Referral and Trip Scheduling Activities with the Ride Connection Service Center

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed.

C Establish and Maintain Customer Confidentiality

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is needed for the driver to provide the appropriate level of service for the trip being provided.

D Provide Shared Capacity Trips

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

Similarly, if it is determined that resources are currently distributed unequally (i.e. areas in Multnomah County may be underserved versus areas with multiple providers), partners agree to participate in a planning and decision making process to realign program service boundaries to more equitably distribute capacity with the available funds.

E Maintain a sufficient number of qualified, approved paid and volunteer drivers to meet project goals.**F Maintain a sufficient number of paid driver, volunteer driver, concierge and administrative hours to meet or exceed project goals.****G Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.**

- H Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- I Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet and other partners and jointly plan new services or service changes.
- J Coordinate outreach activities with Ride Connection, perform marketing and outreach to community points that are key destinations for older adults and people with disabilities and participate in Ride Connection sponsored events.
- K Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers or trip destination may be difficult for LIFT to serve or may require more personalized attention.
- L Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- M Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- N Provide Ride Connection with back up documentation for billing line items upon request.
- O Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- P Attend regular coordination and training meetings to be conducted by Ride Connection.
- Q Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- R Notify Ride Connection immediately of unusual conditions that will affect the delivery of services.
- S Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- T Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- U Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- V Implement complaint/compliment procedures for individuals using community-based transportation.
- W Provide service throughout the contract term.

Funding Source Definitions and Restrictions

STF Formula

Special Transportation Fund Formula is a State funding source. This funding can be applied to program operation for both volunteer and paid driver services that are specific to the designated project(s).

FTA 5310 (STF Discretionary)

Federal Transit Administration 5310 funding is a Federal funding source. This funding can be applied to program operations for both volunteer and paid driver services that are specific to the designated project(s).

FTA 5317 (New Freedom)

Federal Transit Administration 5317 funding is a Federal funding source. This funding can be applied to program operations for both volunteer and paid driver services that are specific to the designated project(s).

TriMet

TriMet funding is a local funding source contributed by the Tri-County Metropolitan Transit District. This funding may be used for program operations that involve Volunteers.

TriMet Multnomah County ADS Support

TriMet Multnomah County ADS Support is a local funding source contributed by the Tri-County Metropolitan Transit District. This funding may be used for program operations where the trip being provide gives customers access to a Multnomah County Aging and Disability Services district centers, programs or case managed services.

Project Funding, Duration and Performance Goals (Contractor will report all rides, including those paid for with Agency Other money, to Ride Connection)

Project	Agency	Funding Source	Funding Amount	Match	Performance Goal
Operations	Hoodland Senior Center (out of district)	STF Formula-State	\$30,002	No	102 rides/month – 1225 Rides Annually
Operations	Milwaukie Senior Center (in district)	STF Formula-State	\$28,344	No	195 rides/month – 2350 Rides Annually
Operations	Molalla Adult Community Center (out of district)	STF Formula-State	\$33,134	No	165 rides/month – 1975 Rides Annually
Operations	Sandy Senior Center (out of district)	STF Formula-State	\$35,254	No	79 rides/month – 950 Rides Annually
Operations	Transportation Reaching People (in district)	STF Formula-State	\$70,792	No	300 rides/month – 3600 Rides Annually
Operations	Transportation Reaching People (out of district)	STF Formula-State	\$17,698	No	54 rides/month – 648 Rides Annually

Exhibit B 1

July 1, 2013

Operations	Clackamas Consortium Base Service Out of District	STF Formula-State	\$127,146	No	1325 rides/month – 15,893 Rides Annually
Ride Together	Clackamas County H3S/SSD	New Freedom (CFDA 20.521)- Federal	\$5,000	No	1041 miles/month
Veterans Driving Veterans	Clackamas County H3S/SSD	New Freedom – (CFDA 20.521) Federal	\$5,000	No	1000 miles/month;
Boring Service	Clackamas County H3S/SSD	5310 (CFDA 20.513)- Federal	\$35,468	\$4,059	83 rides/month
Vehicle Preventative Maintenance	Clackamas County H3S/SSD	5310 (CFDA 20.513)- Federal	\$45,120	\$5,164.16	
Vehicle Preventative Maintenance	Milwaukie Senior Center	New Freedom (CFDA 20.521)- Federal	\$2,820	No	
Operations-Volunteer/Community Based Services	Clackamas Consortium Base Service In District	Trimet General Fund	\$183,623	No	2040 rides/month
		Total	\$619,401	\$9,223.16	

Project Service Areas

Project	Service Area
Operations- Hoodland	Welches School District
Operations- Milwaukie	Happy Valley and Rock Creek areas of North Clackamas County
Operations- Molalla	Molalla River School District
Operations- Sandy	Oregon Trail School District, exclusive of Hoodland, and historically under-served areas in the Gresham/Barlow School District that are within Clackamas County
Operations- Transportation Reaching People- in district	All of Clackamas County, in-district
Operations- Transportation Reaching People- out of district	All of Clackamas County- out of district
Operations- Clackamas Consortium Base Service- out of district	All of Clackamas County outside the TriMet District
Ride Together	All of Clackamas County
Veterans Driving Veterans	All of Clackamas County
Boring Service	Boring

Exhibit B 1

July 1, 2013

Operations- Clackamas Consortium Base Service- In District Volunteer/Community Based Services	All of Clackamas County – In District
---	---------------------------------------

Project Service Days and Times

Project	Service Day(s)	Service Hours
Operations- Hoodland	M-Th	9 AM – 4 PM
Operations- Milwaukie	M-F	8:30 AM – 4:30 PM
Operations- Molalla	M-F	8:30 AM – 4:00 PM
Operations- Sandy	M-F	6:30 AM-5:30 PM
Operations- Transportation Reaching People- in district	M-Th (Dispatch) M-F (Rides)	8:00 AM – 5:00 PM
Operations- Transportation Reaching People- out of district	M-Th(Dispatch) M-F (Rides)	8:00 AM – 5:00 PM
Operations- Clackamas Consortium Base Service- out of district	M-F	8:00 AM – 5:00 PM
Ride Together	All days	All hours
Veterans Driving Veterans	M-Th(Dispatch) M-F (Rides)	8:00 AM – 5:00 PM
Boring Service	M-F, occasionally Sat	8:00 AM – 5:00 PM
Operations- Clackamas Consortium Base Service- in district Volunteer/Community Based Services	M- F	8:00 AM – 5:00 PM

Project Customer Attributes and Levels of Service

Project	Customer Attributes	Level of Service
Operations- Hoodland	Over 60 and People with Disabilities	Door to door, door through door
Operations- Milwaukie	Over 60 and People with Disabilities	Door to door, door through door
Operations- Molalla	Over 60 and People with Disabilities	Door to door, door through door

Exhibit B 1**July 1, 2013**

Operations- Sandy	Over 60 and People with Disabilities	Door to door
Operations- Transportation Reaching People- in district	Over 60 and People with Disabilities	Door to door, door through door
Operations- Transportation Reaching People- out of district	Over 60 and People with Disabilities	Door to door, door through door
Operations- Clackamas Consortium Base Service- out of district	Over 60 and People with Disabilities	Door to door, door through door
Ride Together	Over 60 and People with Disabilities	Door to door, door through door
Veterans Driving Veterans	Veterans over 60 and Veterans with Disabilities	Door to door, door through door
Boring Service	Over 60 and People with Disabilities	Door to door, door through door
Operations- Clackamas Consortium Base Service- in district Volunteer/Community Based Services	Over 60 and People with Disabilities	Door to door, door through door

Exhibit C1 Reporting Requirements

Reports are due to the Fiscal Specialist at Ride Connection by the 20th of each month.

Reports:

- Service Summary Reports
 - Trip Data
 - Financial Data (must reflect full monthly transportation program costs)
- Vehicle Operations Report and all vehicle invoices
- Unduplicated Age and Ethnicity Report

Required reporting items include:

- Trips by Trip Purpose
- Mileage
- Turndowns
- Volunteer and Paid Driver Hours
- Admin and Escort non-driver Volunteer hours
- Transportation Program Expenses
- Donations
- Funds received from other Agencies to support program (Agency Other)
- Unduplicated Riders (Counts by Age and Ethnicity)
- Vehicle Maintenance invoices (reimbursable and non-reimbursable amounts)
- Any other required fields requested to meet TriMet reporting requirements

Copies of the above stated forms must be created per each Provider's specific program requirements and will be sent to Providers electronically. Providers should always utilize the most current reporting forms sent by Ride Connection. All forms should be submitted electronically, unless otherwise instructed by Ride Connection.

Ride Connection must be notified on or before the 20th of each month if a delay in report submission is anticipated.

Reports and Questions regarding reporting requirements should be directed to the Fiscal Specialist:

Kirsten Huckfeldt

Phone (503) 528-1742

Fax (503) 528-1755

khuckfeldt@rideconnection.org

Exhibit D1

8/23/2013

Agency name - Funder	VIN	License	Year	Model	Hours per month	Rides per hour	PM grant amount	Required match amount	Codes
Canby Adult Center - ODOT	1FDXE45S46HA53534	CN02584	2006	MB - Aerotech	150	3	\$2,820.00	\$322.76	2
Agency Total							<u>\$2,820.00</u>	<u>\$322.76</u>	

The vehicle listed above is owned by Ride Connection, Inc.

CODES:

- 1 - Covered by Ride Connection's insurance policy
- 2 - ODOT is the security interest holder

Exhibit D1

8/23/2013

Agency name - Funder	VIN	License	Year	Model	Hours per month	Rides per hour	PM grant amount	Required match amount	Codes
Estacada Community Center - ODOT	1FDFF4FS8DDA50893	CN03725	2013	MB - Elkhart Co	150	3	\$2,820.00	\$322.76	2
Agency Total							<u>\$2,820.00</u>	<u>\$322.76</u>	

The vehicle listed above is owned by Ride Connection, Inc.

CODES:

- 1 - Covered by Ride Connection's insurance policy
- 2 - ODOT is the security interest holder

Exhibit D1

8/23/2013

Agency name - Funder				Hours	Rides	PM grant	Required	
VIN	License	Year	Model	per month	per hour	amount	match amount	Codes
Foothills Community Church - ODOT								
1FDPE4FS2BDA39224	CN03384	2011	MB - Champion	150	3	\$2,820.00	\$322.76	1, 2
1FDXE45S27DB21175	087DJM	2007	MB - Aerotech	150	3	\$2,820.00	\$322.76	1, 2
Agency Total						\$5,640.00	\$645.52	

The vehicles listed above are owned by Ride Connection, Inc.

CODES:

- 1 - Covered by Ride Connection's insurance policy
- 2 - ODOT is the security interest holder

Exhibit D1

8/23/2013

Agency name - Funder	VIN	License	Year	Model	Hours per month	Rides per hour	PM grant amount	Required match amount	Codes
Gladstone Senior Center - ODOT	1FDFF45SX9DA92863	CN03243	2010	MB - Startrans	150	3	\$2,820.00	\$322.76	2
Agency Total							\$2,820.00	\$322.76	

The vehicle listed above is owned by Ride Connection, Inc.

CODES:

- 1 - Covered by Ride Connection's insurance policy
- 2 - ODOT is the security interest holder

Exhibit D1

8/23/2013

Agency name - Funder					Hours	Rides		Required	
VIN	License	Year	Model	per month	per hour	PM grant amount	match amount	Codes	
Hoodland Senior Center - ODOT									
1FDWE35L61HB26197	CN01922	2001	MB - Starcraft	150	3	\$2,820.00	\$322.76	2	
Agency Total						<u>\$2,820.00</u>	<u>\$322.76</u>		

The vehicle listed above is owned by Ride Connection, Inc.

CODES:

- 1 - Covered by Ride Connection's insurance policy
- 2 - ODOT is the security interest holder

Exhibit D1

8/23/2013

Agency name - Funder				Hours	Rides	PM grant	Required	
VIN	License	Year	Model	per month	per hour	amount	match amount	Codes
Milwaukee Center - ODOT								
1FDXE45S39DA92865	CN03241	2010	MB - Startrans	150	3	\$2,820.00	\$322.76	2
1FDXE45P76DB32683	CN02791	2007	MB - Aerotech	150	3	\$2,820.00	\$322.76	2
1FDXE45S35HA46508	CN02476	2005	MB - Aerotech	150	3	\$2,820.00	\$322.76	2
Agency Total						\$8,460.00	\$968.28	

The vehicles listed above are owned by Ride Connection, Inc.

CODES:

- 1 - Covered by Ride Connection's insurance policy
- 2 - ODOT is the security interest holder

Exhibit D1

8/23/2013

Agency name - Funder	VIN	License	Year	Model	Hours per month	Rides per hour	PM grant amount	Required match amount	Codes
Milwaukie Center - Retired Vehicle	1FDLE40S4VHB14000	CN01337	1997	MB - Diplomat	150	3	\$2,820.00	\$0.00	
Agency Total							<u>\$2,820.00</u>	<u>\$0.00</u>	

The vehicle listed above is owned by Ride Connection, Inc.

CODES:

- 1 - Covered by Ride Connection's insurance policy
- 2 - ODOT is the security interest holder

Exhibit D1

8/23/2013

Agency name - Funder				Hours	Rides	PM grant	Required	
VIN	License	Year	Model	per month	per hour	amount	match amount	Codes
Pioneer Community Center - ODOT								
1FDFE4FS2DDA64191	CN03741	2013	MB - Elkhart Co	150	3	\$2,820.00	\$322.76	2
1FDFE4FS4ADA78976	043EWX	2010	MB - Aerotech	150	3	\$2,820.00	\$322.76	2
1FDXE45S1YHC01187	CN01907	2000	MB - Aerotech	150	3	\$2,820.00	\$322.76	2
1FDXE45S77DB21110	CN02887	2007	MB - Aerotech	150	3	\$2,820.00	\$322.76	2
Agency Total						\$11,280.00	\$1,291.04	

The vehicles listed above are owned by Ride Connection, Inc.

CODES:

- 1 - Covered by Ride Connection's insurance policy
- 2 - ODOT is the security interest holder

Exhibit D1

8/23/2013

Agency name - Funder	VIN	License	Year	Model	Hours per month	Rides per hour	PM grant amount	Required match amount	Codes
Sandy Senior Center - ODOT	1DFE4FS6CDB38243	CN03663	2013	MB - Elkhart Co	150	2	\$2,820.00	\$322.76	2
Agency Total							<u>\$2,820.00</u>	<u>\$322.76</u>	

The vehicle listed above is owned by Ride Connection, Inc.

CODES:

- 1 - Covered by Ride Connection's insurance policy
- 2 - ODOT is the security interest holder

Exhibit D1

8/23/2013

Agency name - Funder				Hours	Rides	PM grant amount	Required match amount	Codes
VIN	License	Year	Model	per month	per hour			
Transportation Reaching People - ODOT								
2C4RDGBG0CR225818	793FSQ	2011	MV - Caravan	150	3	\$2,820.00	\$322.76	1, 2
2D4RN4DE4AR282515	074EUV	2010	MV - Caravan	150	2	\$2,820.00	\$322.76	1, 2
Agency Total						<u>\$5,640.00</u>	<u>\$645.52</u>	

The vehicles listed above are owned by Ride Connection, Inc.

CODES:

- 1 - Covered by Ride Connection's insurance policy
- 2 - ODOT is the security interest holder

October 17, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the
Estacada School District

Purpose/Outcomes	Teen mentor program to provide social and emotional support and help increase students bonding to school, academic performance and increased self concept. Twenty-two matches will provide services for forty-four students during the school year and reduce underage drinking
Dollar Amount and Fiscal Impact	\$8,000
Funding Source	Drug and Alcohol Prevention Funds
Safety Impact	N/A
Duration	Effective 10/17/13 and terminates on June 30, 2014
Previous Board Action	
Contact Person	Brian McCrady
Contract No.	6464

BACKGROUND:

The Clackamas County Children, Youth & Families Division of the Health, Housing and Human Services Department (H3S) requests the approval of an Intergovernmental Agreement for \$8,000 with the Estacada School District, for Teen Mentor Program services. The agreement is funded with Beer and Wine state tax funds received from Clackamas County Behavioral Health for the fiscal year 2013-2014 to cover this agreement. No County General Funds are involved.

Specific services to be provided under this contract include matching high school teens to elementary school students to meet for one hour one day a week on school grounds during the school year. Mentors will provide social and emotional support and help increase students bonding to school, academic performance and increased self concept. Twenty-two matches will provide services for forty-four students during the school year.

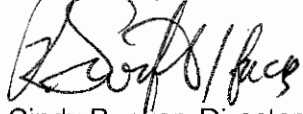
The agreement is funded with a drug and alcohol prevention grant for the fiscal year 2013-2014 to cover this agreement. It is effective upon acceptance by all parties and will terminate June 30, 2014.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker". The signature is stylized and cursive.

Cindy Becker, Director

INTERGOVERNMENTAL AGREEMENT

(FY13-14)
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
"Estacada School District, Oregon"



I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and the "Estacada School District, Oregon" (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of implementing the Teen Mentor Program at Estacada High School and Clackamas River Elementary school.

II. Scope of Work and Cooperation

A. "AGENCY" agrees to: implement the **Teen Mentor Program** with at least twenty matches during the 2013-2014 school year. High school teens will interact with elementary school students for one hour, one day a week to provide social and emotional support.

Representatives from Estacada High School and Clackamas River Elementary will work together to match students, meet monthly with mentors, plan events, monitor the matches and conduct evaluations at the end of the school year.

B. The COUNTY agrees to: Support the school representatives and provide technical and training support throughout the school year.

III. Compensation

The COUNTY agrees to pay "AGENCY" an amount not to exceed **\$8,000** for the services outlined in Section II.A.

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

All requests for payment are subject to the approval of the COUNTY and will be submitted to: Children, Youth and Families Division

c/o "Deanna Mulder, 2051 Kaen Rd., Oregon City, Oregon 97045"

IV. Liaison Responsibility

"Scott Sullivan", will act as liaison from the "AGENCY" for this project. "Brian McCrady" will act as liaison from the COUNTY.

INTERGOVERNMENTAL AGREEMENT

V. Special Requirements

- A. The COUNTY and "AGENCY" agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of the "AGENCY" or the "AGENCY'S" employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

- x Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

- x Required by COUNTY Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

- x Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

INTERGOVERNMENTAL AGREEMENT

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

INTERGOVERNMENTAL AGREEMENT

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the "Agency" which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This agreement 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective October 14, 2013. This contract will terminate June 30, 2014.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

INTERGOVERNMENTAL AGREEMENT

GOVERNMENTAL UNIT

SSM

By
Scott Sullivan
Name (Typed)

Principal

Title

~~12-26-2012~~ ^{SS} 10-8-2013 ^{SS}

Date

255 NE 6th Ave.

Street Address

Estacada, Oregon 97023

City/Zip

(503) 630-6871

Phone Number

93-6000284

TIN, FIN or S.S.#

Approved as to Content:

Rodney A. Cook
Rodney A. Cook, Division Director

10/8/13
Date

CLACKAMAS COUNTY

Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing & Human Services

Date

INTERGOVERNMENTAL AGREEMENT

7. **Internal Controls**

- AGENCY is waived from submitting a completed Annual Fiscal Capability Assessment to CYF on or before January 31, 2014.

8. **Funder Recognition**

- AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.

9. **Resource Expansion**

- AGENCY shall demonstrate good faith effort to secure other funding or resources to increase program capacity, and/or enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Children and Families Division funding.

10. **Use of Grant Funds**

- No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.

11. **HIPAA Compliance**

- If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
 - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
 - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.

INTERGOVERNMENTAL AGREEMENT

- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total funds advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or

INTERGOVERNMENTAL AGREEMENT

- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

Withholding of Contract Payments: Notwithstanding any other payment provision of this contract, should the AGENCY fail to submit required reports when due or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

3. PROGRAM REPORTS

AGENCY shall submit program performance reports by June 30, 2014. This report includes: 1) Demographic form, and 2) work plan outcomes.

INTERGOVERNMENTAL AGREEMENT

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly work plan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures, and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines of corrective action.

The AGENCY will gather data necessary to complete work plan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate annual site visits by the COUNTY. Site visit activities include, but are not limited to, review of client case files, program personnel policies, and program services procedures.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and

disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and

INTERGOVERNMENTAL AGREEMENT

generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

Audits are due 120 days after the end of the contract period.

6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

EXHIBIT 3

BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

ADJUSTMENTS

AGENCY shall not make minor or major budget adjustments without prior written approval of the COUNTY.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working through the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

BALANCES

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

**Commission on Children and Families
Work Plan and Quarterly Report**

Provider: **Estacada School district**
 Activity: **Teen Mentor Program**
 Contact: **Scott Sullivan**

Focus Issue: **Positive Peer Supports**

HLO: **Academic Success, Reduce Alcohol/Drug use.**

Contract Period: **October 14, 2013 - June 30, 2014**

Activities/Outputs	Intermediate Outcomes/Measurement Tool		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
<i>Description of program or project. Methods for providing program. Specific processes or events undertaken. How many, how often, over what duration, start and end dates? Calculate by quarter and total aggregate, unduplicated.</i>	<i>The effectiveness of an activity or program in terms of quantity (amount or frequency) or quality. Expressed in terms of a percent improvement. List FMORS #. Identify the instrument used to measure the effectiveness of the activity or program and the timing of its use.</i>	# Served					
		# Assessed					
		# Successful					
		% Successful					
<p>The Teen Mentor Program will allow high school students the opportunity to provide social and emotional support for elementary students (mentees) at Clackamas River Elementary in Estacada. A minimum of 20 matches will be formed. High School students will meet one-on-one with elementary students for one hour, one day a week during the school day during the school year. Program will begin in October of 2013 and run through June of 2014.</p> <p>High School students will receive training, monthly support and follow up with match status and guidance from high school and elementary school coordinators.</p>	<p>Number of matches</p> <p>Number of mentors trained.</p> <p>Number of sessions per match</p>	# Served					
		# Assessed					
		# Successful					
		% Successful					
<p>Outputs</p> <p>*Help children who are having difficulty in school make successful adjustments through one-on-one support.</p> <p>*Give teens opportunities to use and further develop their skills in working with children.</p>	<p>End of the year evaluations will be filled out by elementary teachers, mentees parents and mentors. Elementary teachers and parents will evaluate mentees increased self confidence, positive attitude towards school, improved social skills, cooperation in the classroom, and academic improvement.</p>	# Served					
		# Assessed					
		# Successful					
		% Successful					

**Commission on Children and Families
Work Plan 2013-2014
Comments and Narrative**

1st Quarter:

2nd Quarter:

3rd Quarter:

4th Quarter:

Clackamas County Office for Children and Families
Budget Adjustment Request Form

Program: Teen Mentor Program _____

Date: October 14, 2013 _____

Organization: Estacada School District _____

Prepared by: Brian McCrady _____

Phone Number: (503) 650-5681 _____

<i>Category</i>	<i>Approved Grant Amount</i>	<i>Requested Adjustment</i>	<i>Adjusted Budget Amount</i>
Personnel (List salary, FTE & Fringe costs for each position)			
Staff Stipends (High School and Elementary School)			\$3,000
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Personnel Svcs	\$ -	\$ -	\$ 3,000.00
Administration			
			\$ -
			\$ -
			\$ -
			\$ -
Total Administration	\$ -	\$ -	\$ -
Supplies			
Office Supplies			\$ -
Postage			\$ -
Program Supplies			\$ 5,000.00
Equipment			
Equipment Maint/Rental			\$ -
Non-Capital Equip Purchases			\$ -
General Office			\$ -
Rent			\$ -
Utilities			\$ -
Printing			\$ -
Phone			\$ -
Insurance(s)			\$ -
Professional Fees & Contract Svcs			\$ -

Travel			
Conferences & Training			\$ -
Mileage			\$ -
Additional (please specify)			
			\$ -
			\$ -
Total Program Costs	\$ -	\$ -	\$ 5,000.00
Total Grant Costs	\$ -	\$ -	\$ 8,000.00

Reason for Adjustment:

Budget Adjustment Approved:

Rodney A. Cook, Director



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Board of County Commissioners
Clackamas County

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

Members of the Board:

Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Consulting Engineering Services for the Tolbert St: 82nd Drive to Minuteman Way Project

Purpose/Outcomes	This contract will provide funding for Consulting Engineering Services and associated contingency items for the design of the Tolbert St: 82 nd Drive to Minuteman Way Project as well as contingency funding for Construction Engineering Services.
Dollar Amount and Fiscal Impact	The contract value is \$ 2,821,375.74. This contract is fully funded by the Oregon Department of Transportation through the Jobs and Transportation Act of 2009 (JTA) Program.
Funding Source	Oregon Department of Transportation - no County funds are involved.
Safety Impact	This project will extend and improve Tolbert Street from 82nd Drive to Minuteman Way by adding a traffic signal to the existing intersection of Tolbert Street and 82nd Drive, a new bridge over the Union Pacific Railroad mainline tracks, a new intersection at Minuteman Way and the Camp Withycombe main gate, street lighting, bikelanes, and sidewalks. This new bridge will draw vehicle traffic and pedestrian traffic from other more congested areas, thereby improving safety for all travelers in the vicinity.
Duration	Contract signing through 12/31/17
Previous Board Action	05/16/13: ODOT/County IGA No. 28273 (Tolbert St: 82 nd Drive to Minuteman Way) was executed. This IGA provides \$2,000,000 for project design only. 07/11/13: ODOT/County IGA No. 28273-01 (Tolbert St: 82 nd Drive to Minuteman Way - Amendment No.1) was executed. This amendment provides an additional \$18,000,000 for right of way and construction.
Contact Person	Terry Mungenast, Project Manager – DTD Engineering 503-742-4656

BACKGROUND:

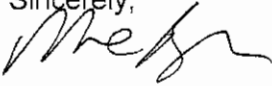
On January 11, 2011, ODOT and Clackamas County entered into a Memorandum of Understanding (MOU) R1#00699 to address collaboration in the overall development and construction of the Sunrise system that was funded as part of the 2009 Oregon Jobs and Transportation Act (JTA). The Tolbert Street: 82nd Drive to Minuteman Way project is a part of that system and is included in the Memorandum. This project is also included in the ODOT Sunrise Project FEIS.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve this Contract with Harper Houf Peterson Righellis, Inc. for Consulting Engineering Services for the Tolbert Street: 82nd Drive to Minuteman Way project.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

Placed on the October 17, 2013 Agenda by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

October 17, 2013

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **October 17, 2013**, this contract with Harper Houf Peterson Righellis Inc. for **Consulting Engineering Services for the Tolbert Street (SE 82nd Drive – Minuteman Way) Project**. This project was requested by Terry Mungenast, Project Manager and was publicly advertised in accordance with ORS 279. Thirty proposal packets were requested and sent out with three proposal responses received: Harper Houf Peterson Righellis, Quincy Engineering, and David Evans and Associates. A selection panel reviewed and evaluated the Request for Qualifications based on the selection criteria outlined in the RFP documents. Harper Houf Peterson Righellis was the highest ranking firm and was selected to enter into contract. The contract amount is not to exceed \$2,821,375.74. The contract term is from contract execution through December 31, 2017. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 416-2433-02105-481180-22196 for fiscal years 2013/2014, 2014/2015, 2015/2016, 2016/2017, and 2017/2018.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

Approval of Previous Business Meeting Minutes:

September 12, 2013

(minutes attached)

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, September 12, 2013 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner Paul Savas
Commissioner Jim Bernard
Commissioner Martha Schrader
Commissioner Tootie Smith**

Excused: Commissioner John Ludlow

I. CALL TO ORDER

- Roll Call

Chair Ludlow is out of the office and will not be in attendance today – Commissioner Savas will serve as Chair for this meeting.

- Pledge of Allegiance

III. CITIZEN COMMUNICATION

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

1. Kevin Phillips, Beavercreek - Questioned the reading of the Parks ordinance.
2. Bob Shannon - spoke about the dangerous 4-way stop at 172nd and Sunnyside Road. BCC will have staff look into this issue.

3. Les Poole, Gladstone - Concurred with other speaker's issues, also addressed Gladstone flexible funding award.

4. Maryanna Moore, Gladstone - Wanted an update on the river clean up.

~Board Discussion~

III. PUBLIC HEARINGS

1. Board Order No. **2013-75** for Boundary Change Proposal No. CL 13-004 to Clackamas County Service District No. 1

Chris Storey, County Counsel & Ken Martin, Boundary Change Consultant

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

MOTION:

Commissioner Schrader: I move we approve Boundary Change Proposal No. CL 13-004 to Clackamas County Service District No. 1

Commissioner Bernard: Second.

Clerk call the poll

Commissioner Bernard: Aye.

Commissioner Smith: Aye

Commissioner Schrader: Aye.

Chair Savas: Aye – the motion is approved 4-0.

2. First Reading of Ordinance No. **05-2013** and Ordinance No. 06-2013 Amending the County Code to Update the Exclusions Process and Ordinance No. **06-2013** to Allow Exclusions from County Buildings

Chris Storey, County Counsel presented the staff report.

~Board Discussion~

Chair Savas opened the public hearing and stated there are folks signed up to speak.

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

1. Janet Schoenheit – comments regarding taking away citizens rights.
2. Eugene Schoenheit – constitutional rights – due process – it puts employees at risk - should use a Sheriff Deputy not an employee – have the courts deal with these issues.

Board Discussion including County Counsel

3. Les Poole – thanked the Board for having copies of this ordinance available for folks – the word disruptive can be subjective – words matter – referred to the Richard Langdon incident – asked the Board to revisit this.
4. Maryanna Moore – infringing on the rights of folks who have a concealed hand gun permit – does the new County Administrator know he will take on this responsibility – need to have disclaimer posted regarding this rule – it needs to be posted in all languages.
5. Kevin Phillips – asked for additional time to address both ordinances (*KP was granted additional time*) - asked if there will be two separate hearings on the 26th - wants to know when the Board is going to read the ordinance – wants the word disruptive behavior and intoxicated removed – fighting, threatening behavior, damage to property, are all crimes and should be handle by law enforcement.
6. Herb Chow – in opposition to these ordinances – staff is not trained to deal with hostile issues – law enforcement should be called – spoke about his unpleasant experience with a County Sheriff and the Justice Court Judge.
7. Cindy Lewis Wolfrum – stated it is reasonable for staff to know if a person has a weapon in the library – appreciates the extra safety - supports the ordinance.

Board Discussion including County Counsel

Chair Savas closed the public hearing and asked for a motion to read the ordinances by title only.

MOTION:

Commissioner Bernard: I move we read the ordinances by title only.

Commissioner Schrader: Second.

Clerk call the poll

Commissioner Bernard: Aye.

Commissioner Smith: Aye

Commissioner Schrader: Aye.

Chair Savas: Aye – the motion is approved 4-0. He asked the Clerk to assign numbers and read the Ordinances by title only.

Chair Savas announced the second reading will be at the September 26th regular scheduled Business Meeting at 10 AM.

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

Chair Savas asked the Clerk to read the consent agenda by title. He then asked for a motion.

MOTION:

Commissioner Smith: I move that we pass the consent agenda.

Commissioner Bernard: Second.

Clerk call the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Savas: Aye - the motion is approved 4-0.

A. Health, Housing & Human Services

1. Approval of an Amendment to the Intergovernmental Agreement between Community Solutions for Clackamas County and the State of Oregon Department of Energy for Weatherization Services – Community Solutions for Clackamas County
2. Approval of Amendment No. 1 to a Sub-Award Agreement with Providence Health & Services, dba Providence Medical Center for the Intensive Transition Teams Project Grant Funding – *Behavioral Health*
3. Approval of a Renewal Revenue Health Care Service Agreement with Northwest Permanente to Provide Chemical Dependency Treatment Services to Referred Members – *Health Clinics*
4. Approval of Amendment No. 1 with Multnomah County for the Healthy Columbia Willamette Project to Outline Roles and Responsibilities for the Four-County Community Needs Assessment – *Public Health*
5. Approval of an Intergovernmental Agreement with the Oregon Health Authority for the Adult Mental Health Initiative Program – *Behavior Health*

B. Elected Officials

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

C. Department of Emergency Management

1. Approval of FY 2012 Urban Area Security Initiative Sub-Recipient Grant Agreement with Clackamas River Water District

D. Business & Community Services

1. Approval of an Intergovernmental Agreement with Portland State University/Oregon Solutions Program, for the Clackamas County Food System ONESStop Program

VI. DEVELOPMENT AGENCY

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Consulting Services for Engineering Design and Construction Plans for the Monterey Avenue Extension Project – *Purchasing*

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

Meeting Adjourned 11:41 a.m.

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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.
<http://www.clackamas.us/bcc/business.html>



BUSINESS AND COMMUNITY SERVICES

October 17, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Intergovernmental Agreement between Metro and Clackamas County for
Construction Excise Tax Grant

Purpose/Outcomes	Enter into an Intergovernmental Agreement with Metro for the Strategically Significant Employment Lands Project
Dollar Amount and Fiscal Impact	\$200,000 – Construction Excise Tax Grant \$205,360 – Lottery Funds
Funding Source	Metro Construction Excise Tax Grant and Lottery funds designated specifically for Economic Development
Safety Impact	N/A
Duration	June 30, 2014
Previous Board Action	Signed letter of support for the Construction Excise Tax Grant Application
Contact Person	Jamie Johnk, Business and Economic Development, 503-742-4413
Contract No.	TBD

BACKGROUND:

The Clackamas County Board of Commissioners signed a letter of support for the Construction Excise Tax (CET) Grant application which was submitted on April 18, 2013. The CET Grant application requested funding for Phase II of the Strategically Significant Employment Lands Project. The primary purpose for this project is to identify employment opportunity sites within Clackamas County that focus on investment and job growth. This will include completing the following deliverable for the 21 identified development sites throughout Clackamas County:

- Development Area Plan
- Decision Ready Designation
- Target Industry Analysis
- Industry Cluster Impact Analysis
- Marketing and Implementation Plan

The Clackamas County Strategically Significant Employment Lands Project has received a Metro Construction Excise Tax Grant in the amount of \$200,000 and Lottery funding designated for Economic Development.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Intergovernmental Agreement with Metro for the Construction Excise Tax Grant funding Phase II of the Strategically Significant Employment Lands Project.

Respectfully submitted,

Laura Zentner
Deputy Director of Business and Community Services

**CONSTRUCTION EXCISE TAX GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – Clackamas County
Strategically Significant Employment Lands Project**

This Construction Excise Tax Grant Intergovernmental Agreement (“CET Grant IGA”) is effective on the last date of signature below, and is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, OR, 97232-2736 (“Metro”), and Clackamas County (“County”), located at 2051 Kaen Road, Oregon City, OR 97045, collectively referred to as “Parties.”

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, which the local jurisdictions then remit to Metro pursuant to Construction Excise Tax Intergovernmental Agreements to Collect and Remit Tax (“CET Collection IGAs”) entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the County has submitted a CET Grant Request (“Grant Request”) for the Strategically Significant Employment Lands Project (“Project”); and

WHEREAS Metro has agreed to provide the County CET Grant funding for the Project in the amount of \$200,000 subject to the terms and conditions set forth herein, and the parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from the CET fund for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide CET grant funding to the County for the Project as described in the County’s CET Grant Request, attached hereto as Exhibit B and incorporated herein (“Grant Request”), in the amounts and at the milestone and deliverable dates as set forth in Exhibit A attached hereto and incorporated herein (“Deliverables Schedule”), subject to the terms and conditions in this Agreement.
2. County Responsibilities. The County shall perform the Project described in the Grant Request and as specified in this Agreement and in Exhibit A, subject to the terms and conditions specified in this Agreement and subject to the “funding conditions” identified by the Screening Committee as stated in Metro Council Resolution No. 13-4450, Exhibit A. The County shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project, and the County shall use the CET funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the deliverables and/or milestones set forth in Exhibit A.
3. Payment Procedures. Within 30 days after the completion of each deliverable/milestone as set forth in Exhibit A, the County shall submit to Metro an invoice describing in detail its expenditures as may be needed to satisfy fiscal requirements. Within 30 days of receiving the County’s invoice and supporting documents, and subject to the terms and conditions in this Agreement, Metro shall reimburse the County for its eligible expenditures for the applicable deliverable as set forth in Exhibit A. Metro shall send CET payments to:

Clackamas County
Business & Economic Development
Attention: Jamie Johnk
150 Beaver Creek Road
Oregon City, OR 97045

4. Funding Provisions.

(a) CET Funds. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through the programming of CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET Grant funding commitments. The parties recognize and agree that if the CET is ever held to be unenforceable or invalid, or if a court orders that CET funds may no longer be collected or disbursed, that this Agreement shall terminate as of the effective date of that court order, and that Metro shall not be liable in any way for funding any further CET grant amounts beyond those already disbursed to the County as of the effective date of the court order. In such case the County shall not be liable to Metro for completing any further Project deliverables as of the date of the court order.

(b) Waiver. The parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the CET.

5. Project Records. The County shall maintain all records and documentation relating to the expenditure of CET Grant funds disbursed by Metro under this Agreement. The County shall provide Metro with such information and documentation as Metro requires for implementation of the CET grant process. The County shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the CET Grant funds were expended. Metro and its auditor shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the CET grant moneys provided hereunder, or the Project for the purpose of making audits and examinations.

6. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all County records with respect to all matters covered by this Agreement and Exhibit A. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by the County and all of their contractors for three years from the date of completion of the project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. This Agreement shall be effective on the date it is executed by both parties, and shall be in effect until all deliverables/milestones have been achieved, all required documentation has been delivered, and all payments have been made as set forth in Exhibit A, unless terminated earlier pursuant to this Agreement.

9. Amendment. This CET Grant IGA may be amended only by mutual written agreement of the Parties.

10. Other Agreements. This CET Grant IGA does not affect or alter any other agreements between Metro and the County.

11. Authority. County and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by County and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the County or Metro, respectively.

Metro

Clackamas County

By: _____
Martha Bennett

By: _____

Title: Metro Chief Operating Officer

Title: _____

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Alison R. Kean

By: _____

Title: Metro Attorney

Title: _____

Date: _____

Date: _____

Attachments:

Exhibit A – Deliverables Schedule
Exhibit B - County's Grant Request

Exhibit A
CET Grant IGA
Strategically Significant Employment Lands Project
Deliverables Schedule

<u>Deliverables, Milestones*</u>	<u>Due Date</u>	<u>Grant Amount</u>
1. Execution of CET Grant IGA	IGA Execution-10/10/2013	
1. Consultant Contract Executed	10/31/2013	
1. Develop/Refine SOW	11/14/2013	
1. Project Team Community Meetings	12/12/2013	\$ 25,000 [12.5%]
2. Project Deliverables	1/31/2014	\$ 50,000 [25.0%]
3. Project Deliverables	3/31/2014	\$ 50,000 [25.0%]
4. Project Deliverables	5/30/2014	\$ 50,000 [25.0%]
5. Final Report/Analysis	6/20/2014	
6. Presentation to the BCC	06/30/2014	\$ 25,000 [12.5%]
TOTAL CET GRANT AMOUNT		<u>\$200,000</u> [100%]

*If the Grant contained any Funding Conditions, Grantee shall demonstrate satisfaction with those conditions at the applicable milestone or deliverable due dates.

Exhibit A

IGA for Community Planning and Development Grants funded with CET Clackamas County Strategically Significant Employment Lands Project Milestone and Deliverables Schedule for Release of Funds

Milestone#	Deliverable	Date Due*	Grant Payment
1	Execution of Grant IGA	Oct. 10, 2013	
1	Consultant team selected and contract executed.	Oct. 31, 2013	
1	Develop a detailed project SOW with consultant team	Nov. 14, 2013	
1	Project Team Meetings with community leaders and property owners with development sites to discuss scope of work, timelines, et al.	Dec. 12, 2013	\$25,000
2	<p>Project Deliverables:</p> <ul style="list-style-type: none"> • <i>Development Area Plan</i> which will analyze and discern site and development characteristics; issues and constraints; industry development and 3-D modeling concept planning. • Completion of the <i>Decision Ready</i> checklist and compilation of the supporting documents to receive designation by Business Oregon. • <i>Target Industry Analysis</i> will evaluate economic and employment trends in target industries, as well as identify opportunities and challenges; and an implementation strategy. • The <i>Industry Cluster Impact Analysis</i> analyzes industry cluster development impact, as well as the fiscal impacts investment has on the region at capacity. This work will also provide a conceptual/estimated return on investment based on target industry clusters. • <i>Marketing and Implementation Plan</i> will include a detailed marketing strategy based on the findings of the <i>Development Area Plan, Decision Ready Status, Target Industry Analysis, and Industry Cluster Impact Analysis</i>. In addition, this deliverable will include site prospectus materials for distribution, as well as an outreach and marketing implementation plan and timeline. 		

Project Development Sites:

Jurisdiction/Area	Development Sites	Total Acres	Metro UGB (In/Out)
Boring	1	13.08	In
Canby	2	95.12	Out
Clackamas Industrial Area	4	125.01	In
Estacada	2	148.58	Out
Happy Valley	4	167.28	In
Molalla	3	181.38	Out
Oregon City	2	101.61	In
Sandy	1	90.70	Out
West Linn	1	45.19	In
Wilsonville	1	32.69	In
Totals	21	852.06	

2

Complete Project Deliverables as follows:

- Development Area Plan:
 - *Happy Valley Development Sites*
 - *Canby Development Sites*
- Decision Ready Designation:
 - *Happy Valley Development Sites*
 - *Canby Development Sites*
- Target Industry Analysis:
 - *Clackamas Industrial Area Development Sites (1)*
 - *Wilsonville Development Site*
 - *Estacada Development Site (1)*
- Industry Cluster Impact Analysis:
 - *Clackamas Industrial Area Development Sites (1)*
 - *Wilsonville Development Site (1)*
 - *Estacada Development Site (1)*
- Marketing and Implementation Plan:
 - *Clackamas Industrial Area Development Sites (1)*
 - *Wilsonville Development Site*
 - *Estacada Development Site (1)*
 - *Happy Valley Development Sites*
 - *Canby Development Sites*

Jan. 31, 2014

\$50,000

3	<p>Complete Project Deliverables as follows:</p> <ul style="list-style-type: none"> • Development Area Plan: <ul style="list-style-type: none"> ○ <i>Clackamas Industrial Area Development Sites (3)</i> ○ <i>Molalla Development Sites (3)</i> ○ <i>Oregon City Development Sites (2)</i> ○ <i>Sandy Development Site</i> • Decision Ready Designation: <ul style="list-style-type: none"> ○ <i>Clackamas Industrial Area Development Sites (3)</i> ○ <i>Molalla Development Sites (3)</i> ○ <i>Oregon City Development Sites (2)</i> ○ <i>Sandy Development Site</i> • Target Industry Analysis: <ul style="list-style-type: none"> ○ <i>Clackamas Industrial Area Development Sites (3)</i> ○ <i>Molalla Development Sites (3)</i> ○ <i>Oregon City Development Sites (2)</i> ○ <i>Sandy Development Site</i> • Industry Cluster Impact Analysis: <ul style="list-style-type: none"> ○ <i>Clackamas Industrial Area Development Sites (3)</i> ○ <i>Molalla Development Sites (3)</i> ○ <i>Oregon City Development Sites (2)</i> ○ <i>Sandy Development Site</i> • Marketing and Implementation Plan: <ul style="list-style-type: none"> ○ <i>Clackamas Industrial Area Development Sites (3)</i> ○ <i>Molalla Development Sites (3)</i> ○ <i>Oregon City Development Sites (2)</i> ○ <i>Sandy Development Site</i> 	March 31, 2014	\$50,000
4	<p>Complete Project Deliverables as follows:</p> <ul style="list-style-type: none"> • Development Area Plan: <ul style="list-style-type: none"> ○ <i>Boring Development Site</i> ○ <i>Estacada Development Site (1)</i> ○ <i>West Linn Development Site</i> • Decision Ready Designation: <ul style="list-style-type: none"> ○ <i>Boring Development Site</i> ○ <i>Estacada Development Site (1)</i> ○ <i>West Linn Development Site</i> • Target Industry Analysis: <ul style="list-style-type: none"> ○ <i>Boring Development Site</i> ○ <i>Estacada Development Site (1)</i> ○ <i>West Linn Development Site</i> • Industry Cluster Impact Analysis: <ul style="list-style-type: none"> ○ <i>Boring Development Site</i> ○ <i>Estacada Development Site (1)</i> ○ <i>West Linn Development Site</i> 	May 30, 2014	\$50,000

	<ul style="list-style-type: none"> • Marketing and Implementation Plan: <ul style="list-style-type: none"> ○ <i>Boring Development Site</i> ○ <i>Estacada Development Site (1)</i> ○ <i>West Linn Development Site</i> 		
5	Final Report/Analysis and Executive Summary	June 20, 2014	
6	Presentation to and Adoption of findings by the Board of County Commission	June 30, 2014	\$25,000
TOTAL REIMBURSABLE AMOUNT			\$200,000*

*If the Grant contained any Funding Conditions, Grantee shall demonstrate satisfaction with those conditions at the applicable milestone or deliverable due dates.

* Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If the City anticipates that a due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised estimated due date; and Metro and the City shall mutually agree upon a revision to the milestone due dates set forth in this Agreement.

~~Note: Clackamas County match = \$273,110~~

Exhibit B

County's CET Grant Request

[attached]



BOARD OF COUNTY COMMISSIONERS

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

April 18, 2013

Martha Bennett
Chief Operating Officer
Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Re: Clackamas County Applications for Community Planning and Development Grants

Dear Ms. Bennett:

Clackamas County is pleased to submit the following applications for Metro's Community Planning and Development Grant Program:

- Clackamas County Strategically Significant Employment Lands Project.
- Multi-Use Development in Corridors
- Clackamas Regional Center Performance Measures and MMA Project.

The Clackamas County Board of County Commissioners considered all three applications at a public study session on April 9, 2013 and has directed staff to prepare the attached resolution, which is set for approval on the consent agenda at tonight's business meeting. The County would prioritize the applications in the order they appear above.

We believe that each of the three applications will lead to on- the-ground results, as was intended by the Construction Excise Tax Program, and will help to move the region's economy forward.

Sincerely,

John Ludlow, Chair

On behalf of the Clackamas County Board of Commissioners

A Resolution Authorizing County
Applications for Community Planning
And Development Grants

Resolution No.

Whereas, Clackamas County is applying for Community Planning and Development Grants from Metro for three County projects; and

Whereas, the Board of County Commissioners has approved the proposed applications, including the budget and proposed County match for each.

Now therefore, be it resolved:

1. The Board of Commissioners authorizes County staff to pursue the following grant applications, and approves the budget and County match set forth in the application materials for each:
 - a. Clackamas Regional Center Performance Measures and MMA Project.
 - b. Clackamas County Strategically Significant Employment Lands Project.
 - c. Multi-Use Development in Corridors

ADOPTED this 18th day of April, 2013

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

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

April 18, 2013

Metro
Attn: Martha Bennett
Metro Chief Operating Officer
600 NE Grand Ave.
Portland, OR 97232

RE: Metro Community Planning and Development Grant – Clackamas County Strategically Significant Employment Lands

On behalf of Clackamas County Business & Economic Development, we are pleased to submit this application for a Metro Community Planning and Development Grant to support our Strategically Significant Employment Lands project.

The goal of this project is to proactively market sites to prospective businesses, developers and site selectors for specific, development-ready opportunities in Clackamas County. We will also be able to provide an understanding of what potential development costs might be incurred as well as project an estimated return on investment based on specific industry clusters.

Outcomes of this project for our significant employment lands will include:

- *Development Area Plan*
- *Decision Ready Designation* by Business Oregon
- *Target Industry Analysis*
- *Industry Cluster Impact Analysis*
- *Marketing and Implementation Plan*

We consider this project to be pivotal in our overall efforts to optimize economic development opportunities in Clackamas County.

Thank you for your consideration of our Metro Community Planning and Development Grant application.

Respectfully submitted,

Gary Barth, Director

Community Planning and Development Grant Cover Sheet

Check one:
 Letter of Intent
 Full Application

Project Name	Clackamas Co Strategically Significant Employmen	Applicant Organization	Clackamas Co Business & Economic Development
Contact Name	Jamie Johnk, Coordinator	Address	150 Beaver Creek Road, Oregon City 97045
Phone	503-742-4413	Fax	503-742-4349
Email	jamiejoh@clackamas.us	Fed. Tax ID #	93-6002286

Fiscal Agent Organization (if different from applicant)

Contact Name	Catherine Comer, Manager	Address	
Phone	503-742-4303	Fax	
Email	ccomer@clackamas.us		

Project Location Description (25 words or less)


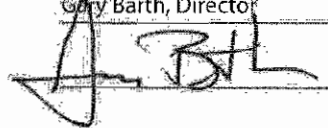
Clackamas County is conducting a county-wide strategically significant employment lands analysis. The grant request is for the portion of work conducted within the Metro UGB.

Project Summary (50 words or less)

Clackamas County has created an inventory of employment lands that has varying states of readiness. This Project will provide a better understanding of the investment required to make significant sites "development ready" as well as associated economic return, in order to ensure the County's competitiveness.

Construction Excise Tax Grant funding request	\$ 221,000	If submitting more than one proposal, please rank this proposal in order of priority <input type="checkbox"/> 1	Metro Council District of Project <input type="checkbox"/>
Total project cost	\$ 494,110		

We, the undersigned, attest that to the best of our knowledge the information in this application is true and that all signatories have authorization to submit this grant application to Metro's Construction Excise Tax Planning Grants Program.

Applicant	Organization Name	Clackamas County Business & Economic Development
	Printed Name	Catherine Comer, Manager
	Signature	 Date 4/11/2013
Fiscal Agent	Organization Name	Clackamas County Business & Community Services
	Printed Name	Gary Barth, Director
	Signature	 Date 4/11/2013

To ensure complete letter of intent or full application, please see section 2 of the Grants Application Handbook for a complete list of necessary documents for submittal.

Metro Community Planning and Development Grant Clackamas County Strategically Significant Employment Lands

Project Narrative

Project Description: Clackamas County has created an inventory of employment lands that has varying states of readiness. This Project will provide a better understanding of the investment required to make significant sites "development ready" as well as associated economic return, in order to ensure the County's competitiveness. Clackamas County participated in the Regional Industrial Site Readiness Report produced by Group Mackenzie in partnership with Business Oregon, Metro, NAIOP - Commercial Real Estate Development Association Oregon Chapter, Port of Portland and Portland Business Alliance. The Report examined the current and near-term supply of large (25+ acres) industrial sites available to accommodate the expansion of existing employers and the recruitment of potential new employers to the Portland metro region. After participating in this regional work, Clackamas County Business & Economic Development began conducting an inventory of employment lands county-wide and analyzing the readiness of sites would provide a more in-depth understanding of land availability and establish a supply of development-ready employment sites. This initial work was Phase 1 of the Clackamas County Strategically Significant Employment Lands Project.

Phase I is currently underway (completion date 6/30/2013) and includes not only the lands inventory but identification of 15+ acre opportunity sites, as well as a cursory site conditions analysis, site ranking and tiering (using a similar methodology as that was used in the Regional Industrial Site Readiness work) as outlined below:

- *Vacant Lands Inventory:*
 - county-wide vacant employment lands inventory
 - identification of 15+ acre development opportunity sites
- *Analysis:*
 - site conditions analysis (by parcel)
 - project ready site analysis (for development opportunity sites)
- *Site Readiness:*
 - site ranking and tiering (using a similar methodology as that used in the Regional Industrial Site Readiness) to determine readiness to develop
- *Mapping Tool:*
 - development of an online mapping tool to provide site selectors and prospective businesses and developers the ability to search for and receive information on employment lands in the inventory as well as data reports on each site

Phase II of the Clackamas County Strategically Significant Employment Lands project, and for which we are seeking support from Metro's Community Planning and Development Grant, would include a more in-depth analysis on each of the 15+ acre development opportunity sites to include the following scope of work and project outcomes:

- *Development Area Plan* - which will analyze and discern:
 - site characteristics
 - development characteristics
 - development issues and constraints
 - industry development concept plan
 - 3-D modeling development concept plan
 - development process and timeline
- *Decision Ready Designation* by Business Oregon – which includes the compilation of:
 - decision ready checklist and supporting documents on select development sites
- *Target Industry Analysis* - which will evaluate:
 - economic and employment trends analysis
 - opportunities and challenges
 - target industry analysis

- implementation strategy
- *Industry Cluster Impact Analysis* - which will include:
 - industry cluster development impact analysis
 - fiscal impacts at capacity
 - estimated return on investment
- *Marketing and Implementation Plan*:
 - marketing strategy
 - target market analysis
 - develop economic development materials for distribution
 - outreach and marketing implementation plan
 - implementation process and timeline

The goal for collecting, analyzing and disseminating this information is to provide prospective businesses, developers and site selectors an opportunity (at a glance) to identify available, development ready sites in Clackamas County and to have an understanding of what potential development costs might be incurred as well as project an estimated return on investment based on specific industry clusters.

Project Site Description: This Project includes inventorying and assessing development readiness on employment lands county-wide (see map provided). This would include communities and areas inside and outside of Metro’s UGB. We will work with local jurisdictions (i.e. cities) as we identify and assess the development areas, as well as to complete the economic impacts and cluster analysis and marketing strategies.

The inventory of employment lands completed in Project Phase I identified the following development sites which are the subject to the scope of work on Phase II (please refer to the attached map for reference):

Jurisdiction/Area	Development Site	Number Parcels	Total Acres	Metro UGB (In/Out)
Boring	2	11	55.36	In
Canby	4	14	170.88	Out
Clackamas Industrial Area	4	17	87.08	In
Estacada	2	12	148.58	Out
Happy Valley	6	35	266.78	In
Molalla	3	25	181.38	Out
Oregon City	2	13	101.61	In
Sandy	1	3	90.70	Out
West Linn	1	15	45.19	In
Wilsonville	3	4	72.18	In
Totals	28	149	1219.73	

*** Please note that a Development Site is an area of land comprised of multiple parcels designed to provide a larger development area.*

Project Background: In an effort to better understand Clackamas County’s economic makeup of industries and employers in the region, County staff commissioned the *Clackamas County Economic Landscape (2007)* study which identified and described the market regions, economic engines, business clusters, development profile, and County role in the global, regional, and local economies. The concept and importance of business clusters is well established within the economic development profession. The defining characteristics of a cluster are (1) multiple companies and institutions, (2) linked by interdependencies in the production of some related goods or

services, and (3) operating in the same geographic region (usually defined as a metropolitan area or smaller). The analysis in this report is technical and quantitative, and results in the identification of 11 “key clusters” within Clackamas County:

- **Nurseries and Greenhouses** (primarily includes growing plants, herbs, trees, and shrubs for wholesale markets).
- **Transportation & Distribution** (includes truck transport & warehousing).
- **Wood Product Manufacturing** (includes lumber mills and finished wood products).
- **Professional & Business Services** (includes professional business consulting, finance, insurance, engineering, design, and related services, but does not include commercial banking, advertising and photography services).
- **Wholesale Trade** (includes businesses that sell goods to other businesses, as the agent or distributor between the producer and the retail seller of goods).
- **Advanced Manufacturing – Metals and Machinery** (includes manufacturing of primary and fabricated metal products, such as metal hand tools and machinery manufacturing and assembly).
- **High Tech** (includes manufacturing of computer and measuring equipment, software design and computer programming).
- **Health Care** (primarily includes health service occupations).
- **Food and Beverage Processing** (includes producers of food and beverages for wholesale or retail use. This is an emerging cluster that was identified in 2010, since it has experienced growth in Clackamas County in spite of the recent economic recession).
- **Agriculture and Food Production cluster** (includes businesses focused on food production as well as related industries, such as fertilizer and pesticide manufacturing, medicinal botanical manufacturing, and support industries).
- **Film and Media Production** (includes motion pictures, television series, nationally renowned publishing and broadcasting companies and creative designers, graphic artists, performers and writers).

To identify these key industry clusters, we used four steps: (1) defined the region, (2) identified key industries based on their concentration in Clackamas County relative to the region (3) defined key clusters among these concentrated industries, and (4) describe the clusters characteristics.

In 2008 and 2010 the County expanded on this economic landscape analysis with a more in-depth cluster analysis and using current available data. The prior Clackamas County Economic Landscape analysis provided a deeper understanding of the global context in which Clackamas County and the greater Portland region “competes” for business investment. That effort concluded that Clackamas County functions as an integral part of the greater Portland region; and the long-term success of the region is dependent upon our ability to optimize land, infrastructure, and human capital collaboratively. On the local level, county, city, business investment and policy decisions interact to create new opportunities for economic development activity.

The findings contained in the prior 2010 Clackamas County Economic Landscape analysis utilized estimates for employment and other measures of economic activity using 2006 and 2008 data. The prior Economic Landscape study formulated an innovative methodology and approach for analyzing and understanding local and regional economies, using measures of economic “value added” and “output” that go beyond direct payroll and employment activity. Innovative methods were also used to “map” the economic contribution of key industry clusters, and to quantify measures of economic activity per acre of land area within select employment centers.

Clackamas County participated in the Regional Industrial Site Readiness Report prepared in partnership with Business Oregon, Metro, NAIOP - Commercial Real Estate Development Association Oregon Chapter, Port of Portland and Portland Business Alliance. The Report examined the current and near-term supply of large (25+ acres) industrial sites available to accommodate the expansion of existing employers and the recruitment of potential new employers to the Portland metro region. For purposes of the regional study, only vacant, industrially zoned or planned lands within the Portland metropolitan Urban Growth Boundary (UGB) and

selected Urban Reserves were analyzed. The Regional Report identified that Clackamas County had four sites that met their criteria; one *Tier 1* site located in Wilsonville; two *Tier 2* sites located in Clackamas and Happy Valley; and one *Tier 3* site located in Happy Valley.

Tiering of these sites was determined in the Regional Industrial Site Readiness Report as follows:

- *Tier 1* - sites are shovel ready, or can be shovel ready within 180 days (6 months) and require minimal to no additional costs or time to deliver a site. It is anticipated that no or minimal infrastructure or remediation is necessary along with due diligence and entitlements, could be provided/obtained within this time period. The site has no use restrictions and is currently on the market for sale or lease or the ownership is willing to transact.
- *Tier 2* – sites require additional time, between 7-30 months, and costs to deliver a shovel ready site. These sites may have a use restriction e.g. marine or aviation only as determined by the Port of Portland. They may have deficiency issues with regards to infrastructure, may require brownfield remediation and may also require annexation and additional entitlements that are assumed to take beyond 6 months time. These sites are currently on the market for sale or lease or the ownership is willing to transact or this information is not available.
- *Tier 3* – sites require the most time, over 30 months, and costs to deliver a shovel ready site. In addition to the criteria for Tier 2, these sites may or may not be currently for sale or lease or willingness to transact could be yes or no, or they are not available.

These four industrial sites represented approximately 131.78 acres of employment land, however the study overall did not represent Clackamas County's diverse employment lands base both inside and outside of Metro's UGB. Therefore, Clackamas County Business & Economic Development determined that conducting an inventory and analysis of employment lands county-wide would provide a more in-depth understanding of land availability and establish a supply of development-ready employment sites.

Project Phase I has been underway since August of 2012 and will be completed June 30, 2013. Should this Metro funding request be awarded, Project Phase II will begin immediately upon approval.

Participants in the project to date have included Clackamas County Business & Economic Development, Planning, GIS and Technology Services staff as well as economic development partners, city staff and leaders, property owners and stakeholders.

Evaluation Criteria: The Clackamas County Strategically Significant Employment Lands project meets the *Evaluation Criteria* as described below:

Expected Development Outcomes: The primary purpose for this project is to identify employment opportunity sites within Clackamas County that focuses on investment and jobs growth. With the Phase I and Phase II site analysis and development area plan, the project will identify constraints and development issues as well as determine a timeline and process for project readiness, resulting in targeted market campaign to promote/encourage development within two-five years and beyond.

The level of community readiness and local commitment to the anticipated development outcomes is critical to the successful project implementation. The CET grant application notes the importance of the following considerations:

- 1) Phase II identifies employment land opportunity sites of 15+ acres which provides adequate scale to generate critical mass of activity for development and job creation.
- 2) The project will analyze and identify existing and proposed transportation infrastructure in proximity to development opportunity sites sufficient to support current and future development.
- 3) The identified development sites consist of vacant and under-utilized land, providing development and re-development opportunities.

- 4) The Clackamas County Strategically Significant Employment Lands Project directly impacts the availability and developability of employment sites throughout the county.
- 5) The analysis of employment land readiness and developability as discussed in this project will create vision for long-term and short-term employment and industry development prospects.

Clackamas County Business & Economic Development staff will manage the overall scope of the project and ensure accomplishment of the goals and outcomes identified in this application. Business & Economic Development is working collaboratively on carrying out the goals with County Planning, GIS and Technical Services departments, as well as the local jurisdictions where development opportunity sites are located. Consultants will be hired, after an RFP process, to work with the project team and to complete the technical and analytical analyses as scoped in the project description above.

Regionally Significant: This proposed project will benefit the region in achieving regional development goals and outcomes identified in the 2040 Growth Concept and Desired Outcomes adopted by the region to guide future planning of employment land development and project readiness. In addition, the project will consider sustainability practices by incorporating eco-industrial development concepts into the employment lands concept planning.

Studying available employment lands and completing this project will provide competitiveness and prosperity in communities and cities throughout Clackamas County and the region by promoting investment and job creation, resulting in economic growth and vitality.

Location: The Clackamas County Strategically Significant Employment Lands Project focuses on employment and industrial lands throughout the county. Elements of the project will include development area planning to analyze and discern site characteristics, issues and constraints, targeted industry impacts analysis and 3-D modeling all for the purpose of determining project readiness and site developability.

Best Practices Model: Phase I and Phase II of the Clackamas County Strategically Significant Employment Lands Project exemplifies best practices in studying and assessing the developability of employment lands and identifying methods to readying employment lands for development. The Project also demonstrates excellent collaboration between jurisdictional authorities, industry groups, property owners, and stakeholders. All aspects of this project are replicable for use in other jurisdictions.

Leverage: One of the primary objectives of the Project is to identify and create county-wide opportunity for a broad range of public/private investment through employment land development and job creation. Throughout the scope of the Project we have identified a means to analyze, identify and implement strategies that will lead to investment. In addition, we will identify possible funding sources to assist with development and will identify financial tools to assist businesses.

Matching Fund/Potential: The total budget identified for the Clackamas County Strategically Significant Employment Lands project is \$494,110 of which \$273,110 is Clackamas County's match. The match consists of \$94,000 in cash match for consultant fees for project work outside of Metro's UGB and Planning staff assistance county-wide. Clackamas County has an in-kind match of \$179,110 which includes Economic Development, GIS and Technical Services staff time for the entire project as well as documenting the Phase I project work (as recommended by Metro staff in the comments provided in the review of the Letter of Intent). *See budget itemization report attached.*

Equity: Metro collects CET revenue from construction projects in Clackamas County annually. With the completion of the Clackamas County Strategically Significant Employment Lands Project, we anticipate future investment in employment land development, resulting in CET revenue generation and collection by Metro.

Public Involvement: A key element to the success of this project is to partner with local jurisdictions, community leaders, property owners, businesses and stakeholders on conducting outreach and convening discussion groups to identify opportunities and constraints on the developability of the employment lands and to gather feedback on findings and conclusions in order to strengthen the overall project deliverables.

Collaborations: This project has a county-wide scope and therefore will be collaborating with cities within Clackamas County on analyzing employment lands and managing public outreach and involvement within their jurisdictional areas. We are attaching *letters of support* from some of our collaborating partners. Our primary point of contact in each city will be their economic development director and/or city manager, as follows:

- Happy Valley: Michael Walter, Economic & Community Development Director
Phone: 503-783-3800 Email: michaelw@ci.happy-valley.or.us
- Oregon City: Eric Underwood, Economic Development Director
Phone: 503-496-1552 Email: eunderwood@orc.org
- West Linn: Chris Kerr, Economic Development Director
Phone: 503-723-2538 Email: ckerr@westlinnoregon.gov
- Wilsonville: Mark Ottenad, Public/Government Affairs Director
Phone: 503-682-1011 Email: ottenad@ci.wilsonville.or.us
- Canby: Renate Mengelberg, Economic Development Director
Phone: 503-266-7001 Email: mengelbergr@ci.canby.or.us
- Estacada: Bill Elliott, City Manager
Phone: 503-630-8270 x 204 Email: belliott@cityofestacada.org
- Molalla: Mark Gervasi, Interim City Manager
Phone: 503-829-6855 Email: citymanager@molalla.net
- Sandy: David Snider, Economic Development Director
Phone: 503-475-8430 Email: dsnider@ci.sandy.or.us

Proposed Milestones and Deliverables: The Clackamas County Strategically Significant Employment Lands project is slated to begin in July 2013 and will be complete by June 30, 2014. Milestones and deliverables for the project are divided into five areas, including:

- *Development Area Plan* which will analyze and discern site and development characteristics; issues and constraints; industry development and 3-D modeling concept planning.
- Completion of the *Decision Ready* checklist and compilation of the supporting documents to receive designation by Business Oregon.
- *Target Industry Analysis* will evaluate economic and employment trends in target industries, as well as identify opportunities and challenges; and an implementation strategy.
- The *Industry Cluster Impact Analysis* analyzes industry cluster development impact, as well as the fiscal impacts investment has on the region at capacity. This work will also provide a conceptual/estimated return on investment based on target industry clusters.
- *Marketing and Implementation Plan* will include a detailed marketing strategy based on the findings of the *Development Area Plan*, *Decision Ready Status*, *Target Industry Analysis*, and *Industry Cluster Impact Analysis*. In addition, this deliverable will include site prospectus materials for distribution, as well as an outreach and marketing implementation plan and timeline.

The approach to completing project milestones and deliverables are described in the *Budget Narrative*.

Project Management: The Project will be managed by Clackamas County's Business & Economic Development staff. The *Project Manager* and *Department Manager* contact information is:

- Jamie Johnk, Economic Development Coordinator/Project Manager
Phone: 503-742-4413 Email: jamiejoh@clackamas.us
- Catherine Comer, Business & Economic Development Manager
Phone: 503-742-4303 Email: ccomer@clackamas.us

Budget Narrative: The total budget identified for the Clackamas County Strategically Significant Employment Lands project is \$494,110 of which \$273,110 is Clackamas County's match. The match consists of \$94,000 in cash match for consultant fees for project work outside of Metro's UGB and Planning staff assistance county-wide. Clackamas County has an in-kind match of \$179,110 which includes Economic Development, GIS and Technical Services staff time for the entire project as well as documenting the Phase I project work (as recommended by Metro staff in the comments provided in the review of the Letter of Intent). Our funding request of \$221,000 from the Metro Community Planning and Development Grant will be for contracting with a qualified consultant to carryout the scope and deliverables (within the Metro UGB area) as prescribed in this application.

As reflected on the Project Match Form, all of the matching resources (\$273,110) have been committed and are coming from the Clackamas County Business & Economic Development Department budget.

Summary Project Scope of Work: As outlined below, there are four primary focus areas for this project:

- Development Area Plan
- Decision Ready Designation
- Target Industry Analysis
- Industry Cluster Impact Analysis
- Marketing and Implementation Plan

More detailed scope to the focus areas include:

- *Development Area Plan* - which will analyze and discern:
 - site characteristics
 - development characteristics
 - development issues and constraints
 - industry development concept plan
 - 3-D modeling development concept plan
 - development process and timeline
- *Decision Ready Designation* by Business Oregon – which includes the compilation of:
 - decision ready checklist and supporting documents on select development sites
- *Target Industry Analysis* - which will evaluate:
 - economic and employment trends analysis
 - opportunities and challenges
 - target industry analysis
 - implementation strategy
- *Industry Cluster Impact Analysis* - which will include:
 - industry cluster development impact analysis
 - fiscal impacts at capacity
 - estimated return on investment
- *Marketing and Implementation Plan:*
 - marketing strategy
 - target market analysis
 - develop economic development materials for distribution
 - outreach and marketing implementation plan
 - implementation process and timeline

The final deliverables for this scope of work includes:

- Detailed development analysis and concept plans for selected development opportunity sites.
- Development of key findings and recommendations for policy makers and community leaders on actions necessary to ensure market-readiness of strategically significant employment sites from State Decision Ready evaluation.
- Submission of *Decision Ready* status through Business Oregon's industrial lands program (up to 10 sites).

- Industry analysis on selected development opportunity sites identifying target industry based on development analysis findings.
- Target Industry Analysis report identifying industry sectors are best positioned to target for future growth in the region and based on the documented vacant and buildable land inventory, available and planned public infrastructure, and stakeholder input.
- Recommend 3-5 target industries that are most appropriate for each development opportunity site, using methods consistent with the Clackamas County Economic Landscape findings and identify the general location requirements for these target industries.
- Marketing Action and Implementation Plan with community development objectives including current vision, economic and employment trends, opportunities and challenges and target industry analysis; and commercial and industrial land needs assessment, and conclusions regarding opportunity sites.
- Marketing Prospectus for each development opportunity site.

Project Timeline: The estimated timeline for completing the scope and deliverables (as identified above) are as follows:

Task	Date
• Metro CET Grant Approval	07/2013
• RFP Process	06/2013-07/2013
• Execution of the CET Grant IGA	07/2013
• Execution of Contract with Consultant(s)	07/2013-08/2013
• Finalize SOW and Project Underway	08/2013
• Proposed Milestones and Deliverables:	
• Development Area Plan	08/2013–11/2013
• Decision Ready Designation	09/2013-02/2014
• Target Industry Analysis	11/2013-03/2014
• Industry Cluster Impact Analysis	12/2013-04/2014
• Marketing and Implementation Plan	01/2014-06/2014
• Project Completion	June 30, 2014

Supplemental Attachments:

- Project map
- Project budget itemization
- Letters of commitment for match by project partners
- Letters of support from the community and project partners.

**Community Planning and Development Grant Program
F1 - Project Budget Form**

Clackamas County Strategically Significant Employment Lands

Project Costs

1) Estimate the hours of work directly related to your project for agency personnel, consultants, and non-profit personnel. You can delete rows that do not apply and/or add more specific descriptors.

2) Explain the tasks each is expected to complete in the budget narrative (i.e., design development, construction estimates, public involvement, technical research, code analysis, etc.).

Personnel Costs	Financial Match	InKind Match	CET Grant Request	TOTAL
Clackamas County Staff	\$ 40,000	\$ 68,860	\$ -	\$ 108,860
Outside Consultants	\$ 54,000	\$ -	\$ 221,000	\$ 275,000
Project Phase I	\$ -	\$ 107,750	\$ -	\$ 107,750
Total for Planning Services	\$ 94,000	\$ 176,610	\$ 221,000	\$ 491,610

Other Costs	Financial Match	InKind Match	CET Grant Request	TOTAL
Overhead/Indirect costs	\$ -	\$ 2,500	\$ -	\$ 2,500
Total for Other Costs	\$ -	\$ 2,500	\$ -	\$ 2,500

TOTAL PROJECT COSTS	\$ 94,000	\$ 179,110	\$ 221,000	\$ 494,110
----------------------------	-----------	------------	------------	------------

Note: See pages 18 and 19 of the Application Handbook for detail instructions.

Community Planning and Development Grants Program

F2 - Match Form

Instructions: If your "Match Source" is a professional or technical service received as "In Kind," use the market average or actual salary or bid for that individual or service. Use the "Notes" field to document methodology.

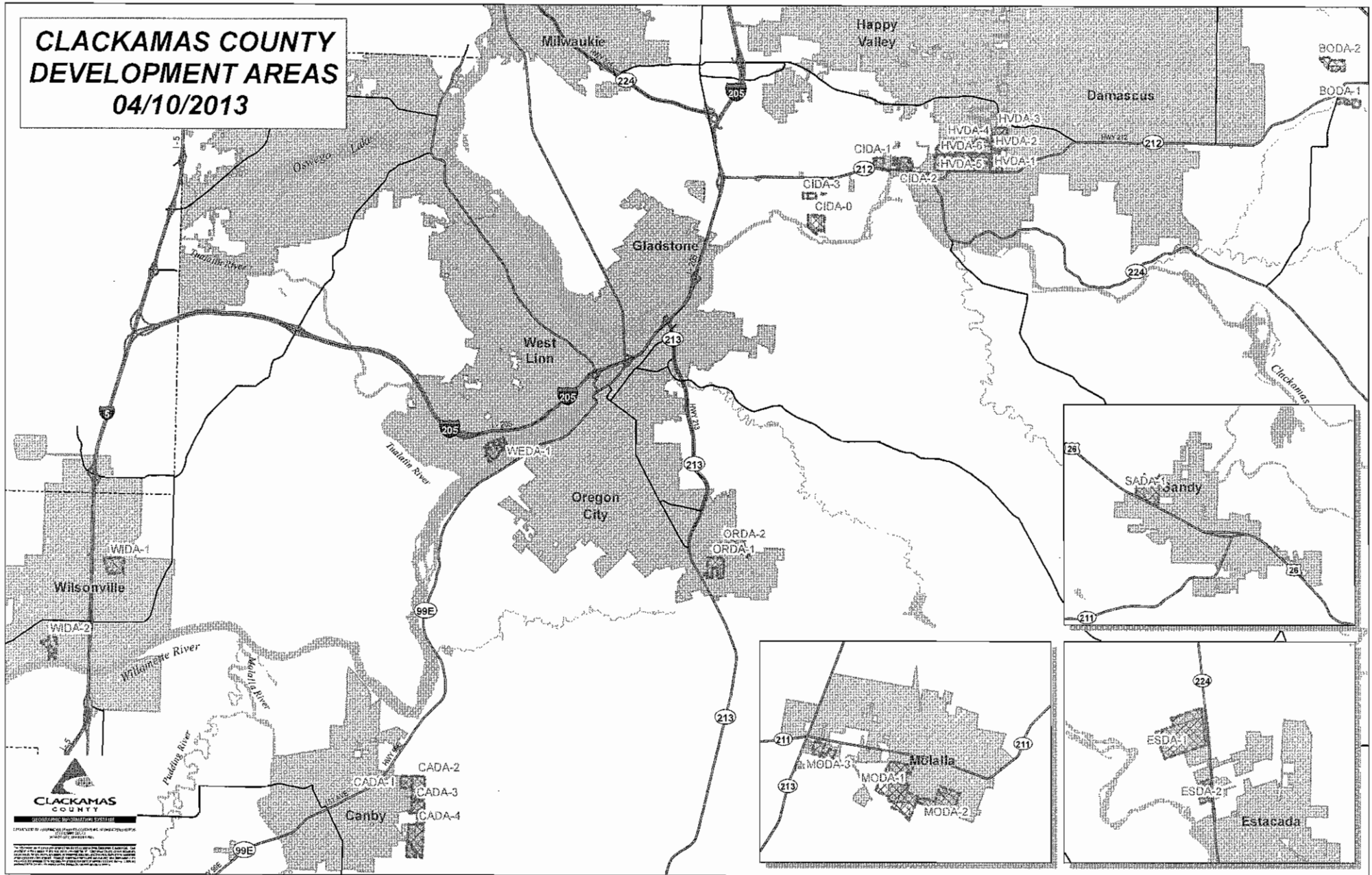
Match Source	Choose One		Choose One		Amount	Notes
	Financial	In Kind	Pending	Secured		
Clackamas County Business & Economic Development	<input checked="" type="radio"/> Financial	<input type="radio"/> In Kind	<input type="radio"/> Pending	<input checked="" type="radio"/> Secured	\$ 94,000.00	Planning Staff (entire project) Consultant Fees (outside Metro)
Clackamas County Business & Economic Development	<input type="radio"/> Financial	<input checked="" type="radio"/> In Kind	<input type="radio"/> Pending	<input checked="" type="radio"/> Secured	\$ 176,610.00	County Staff hours (entire project) Project Phase I (county-wide)
Clackamas County Business & Economic Development	<input checked="" type="radio"/> Financial	<input type="radio"/> In Kind	<input type="radio"/> Pending	<input checked="" type="radio"/> Secured	\$ 2,500.00	Overhead/indirect costs associated with the project
	<input type="radio"/> Financial	<input type="radio"/> In Kind	<input type="radio"/> Pending	<input type="radio"/> Secured	\$	
	<input type="radio"/> Financial	<input type="radio"/> In Kind	<input type="radio"/> Pending	<input type="radio"/> Secured	\$	
	<input type="radio"/> Financial	<input type="radio"/> In Kind	<input type="radio"/> Pending	<input type="radio"/> Secured	\$	
	<input type="radio"/> Financial	<input type="radio"/> In Kind	<input type="radio"/> Pending	<input type="radio"/> Secured	\$	
	<input type="radio"/> Financial	<input type="radio"/> In Kind	<input type="radio"/> Pending	<input type="radio"/> Secured	\$	
	<input type="radio"/> Financial	<input type="radio"/> In Kind	<input type="radio"/> Pending	<input type="radio"/> Secured	\$	

Total \$ 273,110.00

Clackamas County Strategically Significant Employment Lands Project Budget Breakdown

	<u>Amount</u>		
Total Project Cost	\$ 494,110		
Less: Phase I <i>(complete 6/30/2013)</i>	\$ (107,750)		
PHASE II PROJECT BUDGET	<u>\$ 386,360</u>		
	Total	Inside Metro UGB	Outside Metro UGB
# Jurisdictions:	10	6	4
# Potential Development Sites:	28	18	10
Project Costs:			
Outside Consultants	\$ 275,000	\$ 184,250	\$ 90,750
Agency Staff - Clackamas County	\$ 108,860	\$ 72,936	\$ 35,924
Overhead/Indirect Costs	\$ 2,500	\$ 1,668	\$ 833
Total Project Costs	<u>\$ 386,360</u>	<u>\$ 258,854</u>	<u>\$ 127,506</u>
Funding Sources:			
Metro CET Grant Request	\$ 221,000	45%	
Clackamas Financial Match	\$ 94,000	19%	
Clackamas In-Kind Match	\$ 71,360	14%	
Clackamas In-Kind Match - Phase I	\$ 107,750	22%	
Total Funding Sources	<u>\$ 494,110</u>	<u>100%</u>	

**CLACKAMAS COUNTY
DEVELOPMENT AREAS
04/10/2013**



April 11, 2013

Metro Council President Tom Hughes
Councilor Carlotta Collette
Councilor Shirley Craddick
Councilor Craig Dirksen
Councilor Kathryn Harrington
Councilor Sam Chase
Councilor Bob Stacey



Re: Support for Metro CPD Grants

The Clackamas County Business Alliance (CCBA) enthusiastically supports several of the proposed project applications for CPD grants. While many of the proposed projects are worthy of investment, the CCBA specifically supports three of the proposals. These projects are issues the CCBA has worked on in the past and continues to support. Specifically, we encourage funding of:

- Oregon City's Willamette Falls Visioning and Master Plan project;
- Wilsonville's Frog Pond/Advance Road Concept Plan project; and
- Clackamas County's Strategically Significant Employment Lands project.

Again, this does not exclude our support for other project proposals, just reinforces our prior endorsement and support of these three. We encourage your support of these projects as you look to funding CPD grants.

The Clackamas County Business Alliance (CCBA) is a business advocacy organization with employers spanning nine sectors and representing over 15,000 employees throughout the county. We work to promote healthy economic growth throughout the county and entire metro area by advocating for public and private policy decisions that promote job creation and economic vitality. We support the expansion of existing businesses and welcome new companies to the area.

The three projects mentioned directly support the mission of the CCBA. The opportunities presented with the Willamette Falls area come along once in a generation. Supporting the investments of other jurisdictions will help move this effort forward. Land use planning in the Frog Pond area of Wilsonville is critical to help that city continue to balance their job/housing demands. Finally, continued analysis and understanding of the availability of large lot industrial lands is necessary as we look to the future of economic growth in Clackamas County and the broader metro region.

Thank you for the opportunity to weigh in on this decision. We look forward to working with Metro and other partners in supporting these projects. Please don't hesitate to contact me if you have any questions or if I can provide further information. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Kim Parker".

Kim Parker
Executive Director

cc: Martha Bennett, Metro Chief Operation Officer



City of Canby

Canby Urban Renewal Agency
Economic Development Department

April 9, 2013

Martha Bennett
Metro Chief Operating Officer
600 NE Grand Ave.
Portland, OR 97232

**RE: Metro CET Funding Request for Clackamas County's Strategically Significant
Employment Lands Asset Mapping Project**

Dear Ms. Bennett:

On behalf of city of Canby, I would like to submit this letter of support for Clackamas County's Metro Community Planning and Development Grant funding request for the Strategically Significant Employment Lands Asset Mapping Project.

We have partnered with Clackamas County on Phase I of this Project which included a vacant lands inventory, site conditions analysis, site ranking/tiering and the development of an online mapping tool. Project Phase II, for which Metro funds are being sought, would include a more in-depth analysis of each 15+ acre development site identified in Phase I. This analysis would include a Development Area Plan, Target Industry and Cluster Impact Analysis, as well as a Marketing and Implementation Plan.

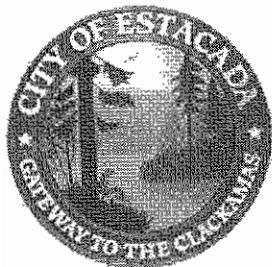
Clackamas County's goal for collecting, analyzing and disseminating this information is to provide prospective businesses, developers and site locators an opportunity (at a glance) to identify available, development ready sites in Clackamas County and to have an understanding of what potential development costs might be incurred and to project an estimated return on investment based on specific industry clusters.

We believe that this proposed project provides a good example of the guiding principles of Metro's Community Planning and Development Grant program and should be fully supported.

Thank you for your time and consideration of this grant request.

Sincerely,

City of Canby Economic Development Director



CITY OF ESTACADA

"Close to everything, but away from it all"

CITY MANAGER
William B. Elliott

April 9, 2013

Martha Bennett
Metro Chief Operating Officer
600 NE Grand Ave.
Portland, OR 97232

**RE: Metro CET Funding Request for Clackamas County's Strategically Significant
Employment Lands Asset Mapping Project**

Dear Ms. Bennett:

On behalf of the City of Estacada, I would like to submit this letter of support for Clackamas County's Metro Community Planning and Development Grant funding request for the Strategically Significant Employment Lands Asset Mapping Project.

We have partnered with Clackamas County on Phase I of this project which included a vacant lands inventory, site conditions analysis, site ranking/tiering and the development of an online mapping tool. Project Phase II, for which Metro funds are being sought, would include a more in-depth analysis of each 15+ acre development site identified in Phase I. This analysis would include a Development Area Plan, Target Industry and Cluster Impact Analysis, as well as a Marketing and Implementation Plan.

Clackamas County's goal for collecting, analyzing and disseminating this information is to provide prospective businesses, developers and site locators an opportunity (at a glance) to identify available, development ready sites in Clackamas County and to have an understanding of what potential development costs might be incurred and to project an estimated return on investment based on specific industry clusters.

We believe that this proposed project provides a good example of the guiding principles of Metro's Community Planning and Development Grant program and should be fully supported.

Thank you for your time and consideration of this grant request.

Sincerely,

William B. Elliott
City Manager

Mayor
Honorable Lori DeRemer



City Manager
Jason A. Tuck

April 9, 2013

Martha Bennett
Metro Chief Operating Officer
600 NE Grand Ave.
Portland, OR 97232

**RE: Metro CET Funding Request for Clackamas County's Strategically Significant
Employment Lands Asset Mapping Project**

Dear Ms. Bennett:

On behalf of the City of Happy Valley, I would like to submit this letter of support for Clackamas County's Metro Community Planning and Development Grant funding request for the Strategically Significant Employment Lands Asset Mapping Project.

We have partnered with Clackamas County on Phase I of this Project which included a vacant lands inventory, site conditions analysis, site ranking/tiering and the development of an online mapping tool. Project Phase II, for which Metro funds are being sought, would include a more in-depth analysis of each 15+ acre development site identified in Phase I. This analysis would include a Development Area Plan, Target Industry and Cluster Impact Analysis, as well as a Marketing and Implementation Plan.

Clackamas County's goal for collecting, analyzing and disseminating this information is to provide prospective businesses, developers and site locators an opportunity (at a glance) to identify available, development ready sites in Clackamas County and to have an understanding of what potential development costs might be incurred and to project an estimated return on investment based on specific industry clusters.

We believe that this proposed project provides a good example of the guiding principles of Metro's Community Planning and Development Grant program and should be fully supported.

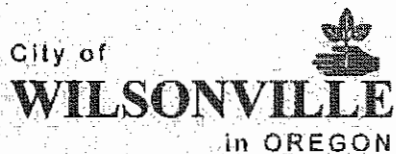
Thank you for your time and consideration of this grant request.

Sincerely,

Michael D. Walter, AICP
Economic & Community Development Director

cc: Jason Tuck, City Manager (via e-mail)

16000 SE Misty Drive
Happy Valley, Oregon 97086-4288
Telephone: (503) 783-3800 Fax: (503) 658-5174
Website: www.ci.happy-valley.or.us



Planning Division
29799 SW Town Center Lp. E
Wilsonville, OR 97170
503-682-4969

Martha Bennett
Metro Chief Operating Officer
600 NE Grand Ave.
Portland, OR 97232

**RE: Metro CET Funding Request for Clackamas County's Strategically Significant
Employment Lands Asset Mapping Project**

Dear Ms. Bennett:

On behalf of the City of Wilsonville's Community Development Department, I would like to submit this letter of support for Clackamas County's Metro Community Planning and Development Grant funding request for the Strategically Significant Employment Lands Asset Mapping Project.

We have partnered with Clackamas County on Phase I of this Project which included a vacant lands inventory, site conditions analysis, site ranking/tiering and the development of an online mapping tool. Project Phase II, for which Metro funds are being sought, would include a more in-depth analysis of each 15+ acre development site identified in Phase I. This analysis would include a Development Area Plan, Target Industry and Cluster Impact Analysis, as well as a Marketing and Implementation Plan.

Clackamas County's goal for collecting, analyzing and disseminating this information is to provide prospective businesses, developers and site locators an opportunity (at a glance) to identify available, development ready sites in Clackamas County and to have an understanding of what potential development costs might be incurred and to project an estimated return on investment based on specific industry clusters.

We believe that this proposed project provides a good example of the guiding principles of Metro's Community Planning and Development Grant program and should be fully supported.

Thank you for your time and consideration of this grant request.

Sincerely,



Chris Neamtzu, AICP
Planning Director



Laura Zentner, CPA
Deputy Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

October 17, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Cooperative Intergovernmental Agreement between Clackamas County, the City of Estacada and the Estacada Area County Service District for Library Services

Purpose/Outcomes	Contract between Clackamas County, the City of Estacada and the Estacada Area County Service District for Library Services outlining service levels for Library Network and specifying the distribution of funds in 2009 to the City of Estacada to defease the Estacada Library District.
Dollar Amount and Fiscal Impact	None today - Funds were distributed in July 2009 to defease the Estacada Library District debt which will be fully repaid when allowed by the terms of the Bond loan agreement, projected to be June 1, 2015.
Funding Source	County General Fund - these funds were drawn from operational funds previously dedicated and distributed from the county general fund to library cities.
Safety Impact	NA
Duration	July 1, 2009 with an automatic renewal July 1 st of each year.
Previous Board Action	Library District IGA signed by 10 cities when the Library District was formed in November 2008.
Contact Person	Laura Zentner, BCS Deputy Director 503.742.4351
Contract No.	NA

BACKGROUND:

Clackamas County collaborated with 10 cities to develop a plan for funding public library operations, Library Network operations and to help address library capital needs. This collaboration led to the establishment of the Library District in November 2008 when voters approved a countywide Library District for Clackamas County. As part of the formation of the District, two intergovernmental agreements (IGA's) were developed. The first was an IGA between the Library District Board and the library cities. This agreement outlined the distribution of Library District funds and the responsibilities of the parties.

The second IGA was between Clackamas County and the library cities. This IGA outlined service levels for Library Network, which provides centralized administrative support, cataloging, courier, computerized circulation, and on-line services allowing libraries in the County to operate much more cooperatively and efficiently. The Library District was not intended to fund the Library Network. A commitment was made by the Board of County Commissioners as part of the formation process of the District to fund the Library Network at its current service level into the future. The IGA also outlines the distribution of capital funds to city library service providers. These capital funds are to be drawn from operational funds previously dedicated and distributed from the county general fund to library cities.

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
THE CITY OF ESTACADA
AND
THE ESTACADA AREA COUNTY SERVICE
DISTRICT FOR LIBRARY SERVICES

THIS COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this "Agreement"), is entered into this 25 day of February, 2013, by and between the Clackamas County (the "County") a political subdivision of the State of Oregon, the Estacada Area County Service District For Library Services ("Estacada District"), and the City of Estacada, a municipal corporation (the "City").

WHEREAS, the County has formed the Library District of Clackamas County (the "District"), a county service district dedicated to supporting the provision of library services within its boundaries; and

WHEREAS, as part of the preparatory process for the formation of the District, the Board of County Commissioners proposed a one-time contribution from the County general fund to each city providing library services in the District for the sole purpose of capital improvements to the libraries therein (the "Capital Contribution"); and

WHEREAS, the City and other cities within the District have entered into a separate intergovernmental agreement dated Sept. 10, 2009 with the District for the distribution of District funds for the purposes of operating, maintaining and enhancing services at the libraries within the District (the "District IGA"); and

WHEREAS, the County is entering into similar intergovernmental agreements with city library service providers ("Library Cities") for their respective Capital Contributions; and

WHEREAS, the County and the City previously collaborated in forming the Estacada District, an ORS 451 county service district for the express purpose of financing capital improvements to the Estacada City Library; and

WHEREAS, the Estacada District issued tax exempt municipal bonds (the "Bonds") to finance improvements of the Estacada City Library as was collecting annual property taxes from citizens within the Estacada District for the debt service payments of the Bonds; and

WHEREAS, in lieu of a Capital Contribution the leaders of the City asked the County to accelerate the payment of the outstanding debt of the Estacada District and provide property tax relief to the taxpayers within and nearby the City; and

WHEREAS, the parties desire to enter into this Agreement to ratify the understandings of the parties;

NOW, THEREFORE, the County and City each covenant and agree to the following:

Section 1 Obligations of the County

- 1.1 County Defeasement. The County provided a one-time capital contribution of One Million Nine Hundred Thirty-Seven Thousand Fifty-Three and 04/100 Dollars (\$\$1,937,053.04) to the Estacada District on July 6 for the express purpose of defeasing the Bonds, which will be fully repaid when allowed by the terms of the Bond loan agreement, projected to be June 1, 2015. The Estacada District deposited the same sum in an escrow account with the Bank of New York Mellon Trust as bondholder's agent on July 8, 2009.
- 1.2 Estacada District Dissolution. Once the Bonds are fully paid and all current obligations of the district are met, the Estacada District agrees that it will not issue any further debt and will initiate procedures to dissolve the Estacada District as soon as reasonably practicable consistent with applicable law.
- 1.3 City Acknowledgement. The City acknowledges and agrees that the contribution by County to the Estacada District is for the benefit of its citizens and meets the spirit and intent of the capital contribution promise made at the time of the formation of the District.
- 1.4 Library Network. The County currently funds and operates the Library Network of Clackamas County (the "Network") to support the provision of services by the libraries in Clackamas County. The County shall fund the Network to provide the following services at an overall service level at least equal to that being provided by Network in fiscal year 2008/2009:
 - 1.4.1 Automated library system and related telecommunications and technical support;
 - 1.4.2 Courier services;
 - 1.4.3 Administration;
 - 1.4.4 Database management services including creating/acquiring MARC format bibliographic records;
 - 1.4.5 Inter-library loan services;
 - 1.4.6 Inter and intra-regional cooperative library planning;
 - 1.4.7 Shared online databases for public use; and
 - 1.4.8 Internet Service Provider for member libraries.

The County shall not be financially or otherwise responsible for the provision of new services requested or added to Network at the request of the City. To the extent the City or Library Cities generally request new or additional services, such requesting provider(s) will be billed back on separate contracts initiated as services are added. Such agreements shall not modify or restrict the covenants and agreements of the parties hereto.

Section 2 **Obligations of the City**

- 2.1 Library Board Representation. The City shall provide for fair representation of served library patrons on the City's library board, including patrons from unincorporated Clackamas County.
- 2.2 Library Operation. The City agrees to operate its library consistent with the District IGA requirements including providing at least a Threshold level of patron service as defined therein.

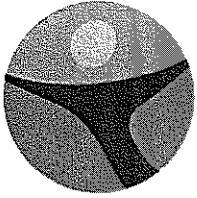
Section 3 **General Provisions**

- 3.1 Indemnification. Each party shall release, defend, indemnify and/or hold harmless the other, its officers, commissioners, councilors, elected officials, employees, and agents, from and against all damages, claims, injuries, costs, or judgments that may in any manner arise as a result of the party's performance under this contract, subject to Oregon Tort claims limitations.
- 3.2 Governing Law. This Agreement shall be construed and governed in all respects in accordance with laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 3.3 Savings. Should any portion of this Agreement or amendment there to be adjudged by a Court of appropriate final jurisdiction to be in violation of any local, state or federal law, then such portion or portions shall become null and void, and the balance of the Agreement shall remain in effect. Both parties shall immediately renegotiate any part of this Agreement found to be in such violation by the Court and to bring it into compliance with said laws.
- 3.4 No Personal Liability. No member, official, agent, or employee of the County or any City shall be personally liable to the other or any successor-in-interest thereto in the event of any default or breach by such entity.
- 3.5 No Agency. Neither anything in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

- 3.6 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the party granting such waiver.
- 3.7 Further Action. The parties hereto shall, without additional consideration, acknowledge, execute, and deliver from time to time such further instruments as a requesting party may reasonably require to accomplish the purposes of this Agreement.
- 3.8 Restricted Assignment. No party hereto may assign its rights, responsibilities or obligations hereunder to another party, by operation of law or otherwise, without (i) seeking and receiving an amendment of this Agreement and (ii) having said party join this Agreement on the terms and conditions herewith.
- 3.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 3.10 Library Authority. Clackamas County operates public libraries pursuant to a board order creating public libraries for all Clackamas County residents dated July 9, 1938, as amended and updated pursuant to Board Order 85-1221 dated October 31, 1985. The Library Cities operate or in future plan to operate public libraries under state law within their boundaries. Under the District IGA, the Library Cities have agreed to provide public library services in unincorporated areas of the County as well as within City boundaries. Clackamas County nonexclusively delegates the authority to operate public libraries for the benefit of incorporated and unincorporated residents of Clackamas County to the City.
- 3.11 Term & Termination. This Agreement shall commence on July 1, 2009 and automatically renew annually thereafter, unless otherwise terminated as set forth herein. This Agreement shall terminate upon the agreement of both parties, or upon one hundred eighty (180) days prior written notice from one party to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

THE CITY OF ESTACADA	CLACKAMAS COUNTY
By: <u>W. Elliott</u> Title: <u>City Manager</u>	By: _____ Title: Chair
ATTEST: <u>Denise Carey</u>	ATTEST: _____
ESTACADA AREA COUNTY SERVICE DISTRICT FOR LIBRARY SERVICES	
By: _____ Title: Chair	
ATTEST: _____	



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

12

October 17, 2013

The Board of Commissioners acting as the Governing Body
of the North Clackamas Parks and Recreation District

Members of the Board:

Approval of an amendment to the Memorandum of Understanding (MOU) with the City of Damascus for
the construction of Trillium Creek Park

Purpose/Outcomes	Amendment to an MOU with the City of Damascus for additional funding to construct Trillium Creek Park.
Dollar Amount and Fiscal Impact	This amendment provides for the transfer of an additional \$34,000 to NCPRD for the construction of Trillium Creek Park.
Funding Source	City of Damascus.
Safety Impact	The commitment of additional funds will allow park construction to commence, thus providing additional community recreational opportunities.
Duration	This amendment will become effective immediately upon signature.
Previous Board Action/Review	On June 6, 2013, the Board of County Commissioners approved an MOU with the City of Damascus for construction of Trillium Creek Park and also approved a Board Order amending the 2006 Metro Natural Areas Bond Measure Local Share allocation for NCPRD.
Contact Person	Jeroen Kok, NCPRD Planning, Development & Resource Manager, 503-742-4421

BACKGROUND:

A Memorandum of Understanding between NCPRD and the City of Damascus for construction of Trillium Creek Park was approved by the Board of Commissioners in June 2013. NCPRD offered the invitation to bid for construction of the park in August 2013. Four complete bids were received, all exceeding the project budget. NCPRD identified cost saving measures and the City of Damascus identified an additional \$34,000 in order to meet the budget gap. The attached amendment between NCPRD and the City of Damascus memorializes this additional contribution of funds by the City. NCPRD has signed a contract with T Edge Construction, Inc. to build the park. Construction of the park began in September 2013 and is planned to conclude in early 2014.

RECOMMENDATION:

Staff and the District Advisory Board respectfully recommend that The Board of County Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve and sign the amendment to the MOU between NCPRD and the City of Damascus for additional funding toward construction of Trillium Creek Park.

Respectfully submitted,

Laura Zentner
BCS Deputy Director

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT AND CITY OF
DAMASCUS**

RECITALS

WHEREAS, the City of Damascus and North Clackamas Parks and Recreation District have mutual interests in the development of and use of the Trillium Creek Park;

WHEREAS, the City of Damascus and North Clackamas Parks and Recreation District are parties to that Memorandum of Understanding executed in May 2013 ("**Memorandum of Understanding**") to establish the responsibilities for construction and maintenance of Trillium Creek Park;

WHEREAS, the City of Damascus has approved and paid North Clackamas Parks and Recreation District \$140,924.90 for construction of the Trillium Creek Park, as well as the transfer of \$205,075.10 in the City's share of 2006 Metro Local Share Bond Funds to the use of North Clackamas Parks and Recreation District;

WHEREAS, construction bids are higher for the construction of Trillium Creek Park than originally estimated, and the City has identified an additional \$34,000.00 in available general funds to fund Trillium Creek Park project,

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The Memorandum of Understanding between North Clackamas Parks and Recreation District and the City of Damascus is hereby amended to provide that the City will contribute a total of \$174,924.90 in general funds towards the construction of Trillium Creek Park; and,
2. Except as set forth in this First Amendment to the Memorandum of Understanding between North Clackamas Parks and Recreation District and the City of Damascus ("**First Amendment**"), all other conditions and covenants of the Memorandum of Understanding remain in full force and effect.
3. This First Amendment shall be governed by and construed under the laws of the State of Oregon.
4. This First Amendment may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals. Facsimile or e-mail signatures shall operate as original signatures with respect to this First Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized officers or representatives.

NORTH CLACKAMAS PARKS
AND RECREATION DISTRICT

CITY OF DAMASCUS

By _____

By Matthew R. Zook

Name _____

Name Matthew R. Zook

Title _____

Title City Manager Pro Tem

Date _____

Date 9-17-13

Attest: Recording Secretary _____

Attest: Recording Secretary Theresa Nation

Approved as to Form _____

Approved as to Form Theresa Nation, City Recorder

**CITY OF DAMASCUS
RESOLUTION NO. 13-358**

**A RESOLUTION APPROVING AN AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING WITH THE NORTH
CLACKAMAS PARKS AND RECREATION DISTRICT
RELATED TO THE CONSTRUCTION OF TRILLIUM CREEK
PARK**

WHEREAS, the City of Damascus and North Clackamas Parks and Recreation District have mutual interests in the development and use of the Trillium Creek Park,

WHEREAS, the City of Damascus and North Clackamas Parks and Recreation District formalized a memorandum of understanding in May 2013 to establish the responsibilities for construction and maintenance of Trillium Creek Park,


WHEREAS, the City of Damascus has previously paid North Clackamas Parks and Recreation District \$140,924.90 for construction of the Trillium Creek Park, as well as the transfer of \$205,075.10 in the City's share of 2006 Metro Local Share Bond Funds to the use of North Clackamas Parks and Recreation District,

WHEREAS, construction bids are higher than originally estimated, and the City has identified an additional \$34,000 available to fund this project,

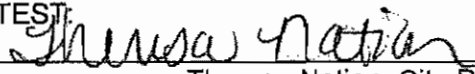
NOW, THEREFORE, THE CITY OF DAMASCUS RESOLVES AS FOLLOWS:

1. Approves an amendment to the Memorandum of Understanding between the City and North Clackamas Park District regarding the construction of Trillium Creek Park to update the funding agreement to include an additional \$34,000 transfer from the City to the North Clackamas Park District.
2. Authorizes the City Manager to execute said agreement on behalf of the City and to take other such actions as are necessary to implement the same.

INTRODUCED AND ADOPTED this 16th day of September, 2013.



Steve Spinnett, Mayor

ATTEST:


Theresa Nation, City Recorder



Trillium Creek Park

GREENWORKS