



December 4, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Professional Services Contract with Clackamas Heritage Partners for in-person visitor information services at the End of the Oregon Trail Interpretive Center. Contract Value is \$157,930 for 2 years. Funding is through state Transient Lodging Tax. No County General Funds are involved.

Previous Board Action/Review	Not a new vendor, existing service for many years.		
Performance Clackamas	This contract supports a vibrant economy through programs that invest state transient lodging tax in Clackamas County's tourism businesses.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Lizzie Keenan	Contact Person	971-378-4006

EXECUTIVE SUMMARY: The Clackamas County Office of Tourism is seeking to continue to provide in-person visitor information services at the End of the Oregon Trail Interpretive Center, through Clackamas Heritage Partners. Investing in visitor information services on-site and in-person assures that travelers have the resources they need to enjoy their stay in Clackamas County and maximize their experience and economic impact. This funding helps support 7 days a week of visitor services at this location. This contract is for the next two (2) years of visitor information services. Contracted services for each calendar year shall not exceed \$78,965.

RECOMMENDATION: Staff recommends The Board approve this contract and authorize Chair Craig Roberts to sign on behalf of the County.

Respectfully submitted,

Lizzie Keenan
Director of Tourism



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001535**

This Personal Services Contract (this "Contract") is entered into between Clackamas Heritage Partners ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Office of Tourism.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective January 1, 2026. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2027**.
- 2. Scope of Work.** Contractor shall provide the following personal services: **In-Person Visitor Information Services** ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred fifty-seven thousand nine hundred thirty dollars (\$157,930.00)** for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: jim@mthoodterritory.com

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

7. Contractor and County Contacts.

Contractor Administrator: Corinne Lowenthal Phone: 503-657-9336 Email: corinne@historicoregoncity.org	County Administrator: Jim Austin Phone: 503-867-4043 Email: jim@mthoodterritory.com
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

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

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

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

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

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so

addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.
- 28. Reserved.**
- 29. Reserved.**
- 30. Reserved.**
- 31. Reserved.**
- 32. Reserved.**
- 33. Reserved.**
- 34. Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signature page to follow.

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

Clackamas Heritage Partners

Clackamas County.

Wade Byers 11/14/25
Authorized Signature Date Signature Date

Wade Byers Board Chair
Name / Title (Printed) Name: Title:

232781-95
Oregon Business Registry #

Approved for Legal Sufficiency:

DNP/Oregon
Entity Type / State of Formation

Amanda Wells 11/17/2025
County Counsel Date

EXHIBIT A
SCOPE OF WORK

EXHIBIT A

Scope of Work for Visitor Information Center – CHP at EOTIC

General:

Contractor shall provide on-site and in-person visitor information services to assure that travelers have the resources they need to enjoy their stay in Clackamas County and maximize their experience.

Materials and Placement:

Contractor shall provide a secure, prominent location at their site to display visitor information materials including all brochures provided by Clackamas County Tourism (Tourism) as well as relevant and appropriate materials from tourism partners within Clackamas County.

Clackamas County information materials shall be displayed in an area that is separate and distinct from other display rack programs the Contractor may choose to participate in.

Contractor shall store a supply of Clackamas County information materials to restock brochure racks for a minimum of at least three months for distribution at their site.

Contractor agrees to store Clackamas County information materials and serve distribution center for partners wishing obtain supplies of materials.

Contract shall ensure that empty display racks are refilled in a timely manner and that requests for replacement materials are placed with reasonable lead time to prevent gaps in availability.

Customer Service Assistance:

It is expected that visitor services provided by the Contractor and staff be friendly, professional, courteous, proactive and in keeping with Tourism's goal of promoting the entire county fairly and without bias to any individual community, site, organization, association or business.

Upon arrival, each visitor shall be greeted, asked where they are visiting from, be offered assistance and help in identifying activities or areas of interest.

Visitors desiring information or assistance should be provided with an array of options based on their interests and responses to engaging questions posed by staff. No personal recommendations should be made.

Staff shall proactively offer helpful information relevant to the visitors inquires or interests. This includes providing directions, phone numbers, email addresses, websites or printed materials.

When providing options for accommodations, contractor staff should provide up to three (3) similar, proximal lodging options if they exist. If there are not three (3) similar lodging types within a reasonable proximity, other nearby lodging options should be shared with the visitor. All lodging options shall be within Clackamas County.

EXHIBIT A

Training:

Contractor agrees to have all staff who engage with visitors participate in informational and customer services trainings programed and offered by Tourism. This may include going on familiarization (FAM) tours, taking on-line courses or participating in in-person coaching sessions. The minimum time commitment for trainings shall be at least 16 hours per year, per staff member. The maximum time commitment for trainings shall not exceed 22 hours per year, per staff member. Contractor agrees to compensate staff for time spent in Tourism trainings. Tourism agrees to coordinate with Contractor regarding the scheduling of trainings in an effort to minimize staffing impacts.

Visitor Data Collection:

Contractor shall collect visitor information data in a manner and format approved or developed by Tourism. Tourism will coordinate with the Contractor in developing a data collection system that is easy to implement and considerate of staff limitations.

Program Assessment:

Contractor shall allow Tourism to conduct visitor information services survey work on location where services are provided. This may take the form of Tourism staff engaging with visitors directly or having Contractor staff distribute survey instruments to visitors and maintain materials until they can be collected. Tourism agrees to program survey work in a manner that is minimally impactful to the Contractors regular business operations.

Contractor acknowledges that Tourism may employ third parties to conduct on-site visitor information service assessments. If such assessments occur, reports will be shared with the Contractor for purposes of identifying possible programmatic improvements.

Availability of Services:

Contractors agree to provide in-person visitor information services at their regular place of business in keeping with the following schedule, unless otherwise approved by Tourism.

Open Monday through Saturday, 9 am to 5 pm

Sundays, 10 am to 5 pm.

Contractor agrees to provide regular visitor information services on Martin Luther King Day, Memorial Day, July Fourth and Labor Day.

No services need to be provided on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve or New Years' Day.

Notice of scheduled closures shall be posted on-site and on-line for the two days prior.

Unscheduled Closures:

EXHIBIT A

Extreme weather events, power outages and Acts of God notwithstanding, Contractor shall notify Tourism of all unscheduled closures in a timely manner so that information can be updated on websites. Notice of unscheduled closures shall be posted on site along with a date and time for return of services and a phone number visitors can call for information. Alternate contact numbers will be provided by Tourism. Unscheduled closures lasting more than two connective days or repeated unscheduled closures may result in compensation adjustment at the discretion of Tourism based on the average daily value of the contract.

Travel and Other Expenses:

None

Contractor Contact:

Clackamas Heritage Partners

Address: 1726 Washington St., Oregon City, OR 97045

Contractor Contract Administrator: Dan Fowler

Phone: 503-351-4500

Email: DanF@abernethycenter.com

Department Contact:

Jim Austin

Phone: 503-867-4043

Email: jim@mthoodterritry.com