



November 29, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment No. 3 to the Cooperative Intergovernmental Agreement
Between the Library District of Clackamas County and Library Cities

Purpose/Outcomes	Amend the Cooperative Intergovernmental Agreement Between the Library District of Clackamas County and Library Cities (“Library District Master IGA”) to implement the Settlement Agreement between Clackamas County and the City of Gladstone and to proceed with plans to construct and operate two new library facilities for the Oak Lodge and Gladstone library service areas.
Dollar Amount and Fiscal Impact	Potentially \$360,000 (if the Library District Master IGA is not amended by December 31, 2018)
Funding Source	County General Fund (if the Library District Master IGA is not amended by December 31, 2018)
Duration	The Library District Master IGA can only be terminated upon dissolution of the District.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Build a strong infrastructure • Ensure safe, healthy and secure communities
Previous Board Action	<ul style="list-style-type: none"> • <i>October 12, 2017 BCC Business Meeting:</i> Approval of Settlement Agreement in the case City of Gladstone v. Clackamas County • <i>February 15, 2018 BCC Business Meeting:</i> Approval of Amendment #1 to Settlement Agreement Between the City of Gladstone and Clackamas County • <i>March 6, 2018 BCC Policy Session:</i> Library Task Force • <i>July 17, 2018 BCC Policy Session:</i> Settlement Agreement Implementation Task Force recommendations
Contact Person	Laura Zentner, BCS Director, 503-742-4351 Greg Williams, BCS Deputy Director, 503-742-4399

BACKGROUND:

In October 2017, the County and the City of Gladstone entered into a Settlement Agreement to resolve pending litigation. The Settlement Agreement contemplates the County will construct and operate two new libraries, one located within the City of Gladstone, and one located in unincorporated Clackamas County within the Oak Lodge Library service area. The Settlement Agreement indicates that if necessary amendments to the Cooperative Intergovernmental Agreement between the Library District of Clackamas County and Library Cities (“Library District Master IGA”) are not made by a specific deadline, the County will pay the City of Gladstone \$360,000. In February 2018, the Board approved an amendment to the Settlement Agreement, extending the deadline for making any necessary Library District Master IGA amendments to December 31, 2018.

In March 2018, the Board approved the creation and composition of a Settlement Agreement Implementation Task Force. The Task Force was charged with recommending the minimum changes necessary to the Library District Master Order and/or Master IGA in order to implement the Settlement Agreement and facilitate the construction of two new library facilities. This Task Force consisted of County and City of Gladstone staff and legal counsel, one County Commissioner, and three citizen members (including the Oak Lodge and Gladstone representatives to the Library District Advisory Committee). Task Force meetings were open to the public. In July 2018, the Task Force's recommendations were submitted to and accepted by the Board of County Commissioners. The Library District Master IGA amendments include:

- An amended section 1.6, which designates the County, and not the City of Gladstone, as the eventual recipient of retained funds currently held in trust by the District to support the construction of new library facilities for the Gladstone and Oak Lodge service areas.
- A new section 2.4, which establishes Clackamas County as the permanent Library Service Provider for the Oak Lodge Library Service area and memorializes the intent for Clackamas County to construct and manage two new libraries using District distributions, accumulated reserves, and other revenues.
- An amended Attachment B, which eliminates language regarding service area boundary changes which were originally contemplated when it was anticipated that the City of Gladstone would construct a single facility to serve both the Gladstone and Oak Lodge library service areas.

County staff distributed the proposed amendments to all Library Cities and, during September and October 2018, made presentations to various City Councils and Commissions. Out of a total of eleven Library Cities, ten have approved the amendments, above the two-thirds threshold required by the Library District Master IGA for amendments of this nature.

County Counsel has reviewed this amendment as to form and content. Please note, the amendment is to be signed by the Board both as Governing Body of the Library District of Clackamas County and as Board of County Commissioners for Clackamas County acting as Library City for the Oak Lodge Library service area.

RECOMMENDATION:

Staff recommends Board approval of Amendment No. 3 to the Cooperative Intergovernmental Agreement between the Library District of Clackamas County and Library Cities.

Respectfully submitted,

Laura Zentner, CPA
Director, Business and Community Services

AMENDMENT NO. 3
TO THE
COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
AND
LIBRARY CITIES

THIS AMENDMENT NO. 3 (this “Amendment”) is entered into this ____ day of _____, 2018, by and between the Library District of Clackamas County (the “District”) a county service district formed under ORS Chapter 451, Clackamas County, a political subdivision of the State of Oregon (“County”), each of the Cities of Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville (each, a “City” and collectively, the “Library Cities”).

WHEREAS, the District, the County and the Library Cities entered into that certain intergovernmental agreement regarding the distribution of funds from the District to the County and Library Cities in support of the provision of library services to the residents of the District (the “Agreement”); and

WHEREAS, in August 2016, the City of Gladstone filed suit against Clackamas County for breach of contract stemming from an IGA between the parties for the construction of a library within the City of Gladstone; and

WHEREAS, on October 16, 2017, the County and the City of Gladstone entered into a Settlement Agreement which contemplates the County will construct and operate two new libraries, one located within the City of Gladstone, and one located in unincorporated Clackamas County within the Oak Lodge Library service area with a specific site to be determined after appropriate public input; and

WHEREAS, as part of the Settlement Agreement, Clackamas County agreed to undertake good faith efforts to effectuate and support any amendments to this Agreement necessary to implement the terms of the Settlement Agreement; and

WHEREAS, Section 3.3 of the Agreement provides for the mechanism of amendment of the Agreement to address these changes;

NOW, THEREFORE, the District, the County, and the Library Cities each agree to the following:

1. This Agreement’s section 1.6 and Attachment B are hereby amended and restated to read in their entirety:

1.6 Transition Payments. The District shall distribute funds to Clackamas County for the operation of the Oak Lodge Library pursuant to the current Oak Lodge Service area map. To the extent the annual distribution of funds to Clackamas County is greater than the annual need to operate the Oak Lodge library, the District shall retain such funds in trust for Clackamas County for distribution at such time as the County is constructing new library facilities. No unincorporated areas assigned to, or reserves accumulated by, the Oak Lodge Library service

area shall be reassigned, contributed or transferred to another Library City.

Attachment B

Service population maps are included as Attachment B.

1. The maps divide Clackamas County into library service areas. These areas are based on distance, roads, rivers, travel patterns, etc. and are intended to define where people are most likely to receive library service, and to give a Library City the ability to meet the library threshold standards in Attachment C. Each Library City's service area has been constructed by assigning Census tracts into library service areas. Based on census data compiled every 10 years, the population in each census tract will be verified and then the total unincorporated population within each service area will be used to calculate the Formula.

[See attached maps]

2. A new section 2.4 is hereby added to this Agreement to read in its entirety:

2.4 Clackamas County as Library City. The City of Gladstone and Clackamas County desire to work cooperatively in the provision of library services in the Gladstone and Oak Lodge service areas. Gladstone and the County may enter into separate agreements regarding the management of their respective libraries. All parties hereto acknowledge the intention of the Plan is to have Clackamas County, through the use of District distributions for the Oak Lodge and Gladstone service areas, accumulated reserves referred to in section 1.6 above and other non-District revenues, to construct and manage both a new Oak Lodge library and new Gladstone library, and that nothing herein shall be construed to restrict or otherwise impair such plan. Clackamas County shall be considered a "Library City" in all respects for the Oak Lodge Library service area.

3. Except as set forth herein, the District, County, and the Library Cities ratify the remainder of the Agreement and affirm that no other changes are made hereby.

[Signature Page Follows]

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.

DISTRICT & COUNTY

CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF THE	
LIBRARY DISTRICT OF CLACKAMAS COUNTY	
By: _____ Title: _____	
ATTEST: _____	

LIBRARY CITIES

THE CITY OF CANBY	THE CITY OF ESTACADA
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____


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.

DISTRICT & COUNTY

CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF THE	
LIBRARY DISTRICT OF CLACKAMAS COUNTY	
By: _____	
Title: _____	
ATTEST: _____	

LIBRARY CITIES

THE CITY OF CANBY	THE CITY OF ESTACADA
By: _____	By: <u>Denise Carey</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Smaun</u>

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: <u></u>	By: _____
Title: <u>Mayor</u>	Title: _____
ATTEST: <u>Jami Bannick</u>	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: <u>John Lee</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: <u>Kent Stuchlik</u>	By: _____
Title: <u>Mayor</u>	Title: _____
ATTEST: <u>Anne Marie Simpson</u>	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: <u><i>[Signature]</i></u>
Title: _____	Title: <u><i>City Manager</i></u>
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: <u><i>[Signature]</i></u>	By: _____
Title: <u>CITY MANAGER</u>	Title: _____
ATTEST: <u><i>Keeey A Richardson</i></u>	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: <u>Anthony J. Konkol III</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Katti Riggs, City Recorder</u>

AMEN #3
LIBRARY
TGA



THE CITY OF SANDY	THE CITY OF WEST LINN
By: <u>Kenn E. Jamashita</u>	By: _____
Title: <u>City manager</u>	Title: _____
ATTEST: <u>Kenn E. Jamashita</u>	ATTEST: _____

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF SANDY	THE CITY OF WEST LINN
By: _____ Title: _____	By: <u>Gilem Steier</u> Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Kathy Mollway</u>

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF SANDY	THE CITY OF WEST LINN
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
By: 	By: _____
Title: <u>City Manager</u>	Title: _____
ATTEST: 	ATTEST: _____



November 29, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Metro
And Clackamas County Parks for the Development of the Cazadero Natural Area Master Plan

Purpose/Outcomes	This IGA will allow Business & Community Services - County Parks to prepare a Master Plan for Barton Park and surrounding undeveloped properties, including a portion of property owned by Metro known as the Cazadero Natural Area.
Dollar Amount and Fiscal Impact	N/A. An RFP is currently in development.
Funding Source	Adopted Budget BCS/County Parks FY18-19
Duration	IGA is valid for five (5) years upon execution.
Previous Board Action	The BCC adopted the BCS - County Parks budget in June, 2018 which included allocation of funds for the Barton Park Complex Master Plan
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Build Public Trust through Good Government
Contact Person	Rick Gruen, Manager, BCS County Parks & Forest x 4345
Contract No.	N/A

BACKGROUND:

This Intergovernmental Agreement will give approval to Business & Community Services (BCS) - County Parks to develop a master plan for a portion of property called the Cazadero Natural Area (currently owned by Metro) adjacent to Barton Park. This project involves the preparation of a Master Plan for Barton Park and surrounding properties (Barton Park Complex) to guide the long-term vision and capital development needs. The Master Plan will address the future outdoor recreation opportunities through the expansion of park facilities and enhance connectivity to the Clackamas River and Cazadero Trail. The Scope of Work for the Barton Park Complex Master Plan includes concept planning for trailhead facilities, dispersed camping sites, improved pedestrian river access, shuttle system and road/transit improvements.

County Counsel has reviewed this IGA as to form and content.

RECOMMENDATION:

Staff respectfully recommends Board approval of an Intergovernmental Agreement between Metro and BCS - County Parks and further authorizes the Director of Business & Community Services to sign the IGA on behalf of the County.

Respectfully submitted,

Laura Zentner
Director of Business and Community Services

INTERGOVERNMENTAL AGREEMENT

Cazadero Natural Area Trailhead Master Plan

This Intergovernmental Agreement (“Agreement”) dated this ___ day of _____, 2018 (the “Effective Date”), is by and between Metro, a municipal corporation, located at 600 NE Grand Avenue, Portland, Oregon 97232 (“Metro”), and Clackamas County Parks (“County”), located at 150 Beaver Creek Road, Oregon City, Oregon 97045.

RECITALS

Whereas, ORS 190 *et. seq.* authorizes County, a local unit of government, and Agency, a local, state, or federal agency, to enter into this Agreement for the performance of any and all activities that a party to the Agreement has authority to perform;

WHEREAS, on July 22, 1992, the Metro Council adopted the Metropolitan Greenspaces Master Plan, outlining a regional system of connected trails and greenways, including the Cazadero Trail, Deep Creek Canyon area, and Clackamas River Greenway;

WHEREAS, the Clackamas River Greenway Target Area is identified in Metro’s 2006 Natural Areas Bond Measure as regionally significant due to its wildlife habitat values and contribution to water quality, and the target area also supports public access and trails where appropriate;

WHEREAS, Metro purchased the Cazadero Natural Area (approximately 24.63 acres) within the Clackamas River Greenway Target Area in May 2010 with funds from the 2006 Natural Areas Bond Measure;

WHEREAS, the Cazadero Natural Area is envisioned as a trailhead for the Cazadero Trail (the “Trailhead”), which trail is owned and operated by the State of Oregon, and connects Portland, Boring, Barton Park, and Estacada;

WHEREAS, County intends to prepare a master plan for Barton Park, which is adjacent to and to the south of the Cazadero Natural Area, and the plan will consider connections between Barton Park and the Cazadero Trail, including the Trailhead.

WHEREAS, the parties desire to enter into this Agreement to set forth roles and responsibilities during County’s planning process for Barton Park as this planning process may impact the Cazadero Natural Area.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Term. Unless terminated or extended as provided herein, this Agreement will continue in effect until the earlier of (a) the date that is five (5) years after the Effective Date, or (b) the date the County approves the master plan for Barton Park.
2. Project Site. The site map and tax lot parcel map for the location of the possible Trailhead, in relation to the Cazadero Natural Area, is attached as Exhibit A to this Agreement (“Project Site”).

3. Trailhead Plan. County agrees to work collaboratively with Metro to plan the future Trailhead, which planning effort for the Trailhead is referred to in this Agreement as the “Project.” The Project will include or conform to the following requirements:
 - 3.1. The Trailhead and associated developed features or programmed space will be designed compactly and not exceed five (5) contiguous acres to be identified through the master plan process. The remainder of the Project Site will be preserved as a natural area to protect water quality and wildlife habitat.
 - 3.2. Plan the Trailhead for trail users from throughout the Portland metropolitan region. Anticipated users and necessary facilities for hikers, cyclists and equestrians are attached as Exhibit B to this Agreement.
 - 3.3. Identify future roles and responsibilities related to development, management, maintenance and operation of the Trailhead, so that Metro may work with County and the Oregon Parks and Recreation Department (“OPRD”) to further define and carry out identified roles and responsibilities.
 - 3.4. Incorporate natural resource-related information provided by Metro into the Project. Information is anticipated to include areas of core habitat for wildlife, habitat types, sensitive areas and locations of regionally significant plant and wildlife species.

County will incorporate the final Project, as agreed upon by the parties, into the final Barton Park master plan, which master plan will include a narrative and illustrations of the future Trailhead. County will provide Metro with electronic files of the final Barton Park master plan.

4. Working Group. County will convene a Barton Park Master Plan Working Group (“BPMPWG”) to guide the Project in collaboration with County staff, County Parks Advisory Board and the Project consultant. County will appoint a minimum of one (1) Metro staff person and one (1) County Parks Advisory Board member, and County may appoint other members from organizations such as one (1) OPRD staff person, one (1) Clackamas County Pedestrian Bikeway Advisory Committee Member, one (1) member of the local CPO, and two (2) At-Large members, to serve on the Barton Park Master Plan Working Group for the duration of the Project.
5. Project Management.
 - 5.1. Project Manager. County will provide a staff person to oversee all contractors working at the Project Site and will provide Metro with regular updates regarding the status of the Project. As of the Effective Date, Rick Gruen is County’s Project Manager, which County may change upon written notice to Metro.
 - 5.2. Third-Party Contracts. As Project lead, County is solely responsible for any and all contracts and subcontracts associated with the Project, including but not limited to procurement under applicable public contracting laws, contract management, and payments to contractors and subcontractors. At Metro’s request, County will provide Metro with copies of executed agreements.
 - 5.3. Project Approval. County will obtain Metro’s review and approval of scopes of work, plans and materials developed by County or its third-party contractor(s) for the Project. County will provide Metro fifteen (15) business days to review and provide comments on items submitted for Metro’s approval.

- 5.4. Public Communication. County will develop a public information program to provide project information to the public, stakeholders, and adjacent property owners and to provide notice about the planning activities.
- 5.5. Site Work Notice for Contractors. County will ensure access to the Project Site is done in a manner that minimizes impacts on wildlife habitat, native vegetation and natural conditions. County will provide 48 hours' notice to Metro prior to accessing the Project Site by County staff or its contractors. Notice will be by e-mail to Mel Huie at mel.huie@oregonmetro.gov and Rod Wojtanik rod.wojtanik@oregonmetro.gov.
- 5.6. Funding. County is responsible for securing funding for one hundred percent (100%) of the total Project costs, including contingencies for performing all aspects of the Project. The parties will work together to identify funding to implement the final Barton Park master plan developed by the County, including the plans for the future Trailhead.
6. Publicity. County may elect to provide limited tours of the Project to stakeholders, members of the BPMPWG, and private individuals during the term of this Agreement. County will provide Metro at least 48 hours' prior notice of any tours. Notice will be by e-mail to Mel Huie at mel.huie@oregonmetro.gov and Rod Wojtanik rod.wojtanik@oregonmetro.gov. County and Metro will coordinate their public statements about the Project.
7. Metro's Obligations.
 - 7.1. Project Staff. Metro will provide a staff person to communicate with County regarding the Project. As of the Effective Date, Rod Wojtanik is Metro's Project staff person, which Metro may change upon written notice to County.
 - 7.2. Cooperation. Metro will provide County, and its officers, employees, contractors, and agents, all reasonable assistance and cooperation necessary to implement this Agreement, and grants the County, its agents and contractors the right to enter the Project Site to perform the County's obligations under this Agreement.
 - 7.3. Design Review. Metro will review and either approve, or disapprove with comments for requested revision, all Project plans prepared by County. For plans provided or developed by County or its third-party contractors, County will provide Metro at least fifteen (15) business days to review submitted plans, and will obtain Metro's approval prior to finalizing the materials. Metro's approval of any plans that include hiker/biker camping on the Project Site may be contingent on County's agreement to be solely responsible for the costs to develop, maintain, and replace improvements related to this use.
 - 7.4. Information. Metro will provide information reasonably requested by County that is necessary to meet County obligations under this Agreement.
 - 7.5. Final Review of the Plan. Metro will conduct a final review with County prior to accepting the completed plan for the Project. If the assigned staff are unable to agree as to the acceptability of the completed plan for Project, then Metro's Chief Operating Officer and the County Administrator will meet and use their best efforts to resolve the matter.

8. County and Metro Joint Obligations:

- 8.1. Notification in Writing. The parties will promptly inform one another in writing if, for any reason, issues arise during the term of this Agreement that may impact the Project.
- 8.2. Use of Materials. The parties may each publish, reproduce, and use all planning information developed related to the Project or this Agreement in any manner and for any purpose without limitation, and may authorize others to do the same.
- 8.3. Control of the Property. Although the Project is the responsibility of County, the Property remains under the ownership of Metro, and Metro is solely responsible for the Property's administration and management regarding non-Project issues.

9. Insurance.

- 9.1. Metro understands that County is self-insured and accepts those self-insurance arrangements as sufficient for purposes of this Agreement.
- 9.2. County will require all agents (including contractors hired by County) to purchase and maintain for the duration of this Agreement, at the contractor's expense, the following types of insurance, covering the contractor, its employees, subcontractors and agents:

9.2.1. ISO (Insurance Services Office) Form CG 00 01 Commercial General Liability policy, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence. The policy will include coverage for bodily injury, death, property damage, personal injury, contractual liability, premises and products/completed operations. The contractor's coverage will be primary as respects Metro;

9.2.2. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per accident or combined single limit;

9.2.3. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$1,000,000 per accident or disease; and

9.2.4. Professional Liability Insurance appropriate to contractor's profession, with limits of not less than \$1,000,000 per claim.

9.2.5. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, County's contract with the contractor will state that Metro is entitled to the broader coverage and/or higher limits maintained by the contractor. Coverage must be primary and noncontributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance must protect each additional insured in the same manner as though a separate policy had been issued to each (without increasing the insurer's liability beyond the amount or amounts for which the insurer would have been liable if only one person of interest had been named as insured). The contractor must waive subrogation rights under all insurance policies. Insurance is to be placed with insurers authorized to conduct business in the state of Oregon with a current A.M. Best's rating of no less than A:VII.

9.2.6. Metro, its elected officials, departments, employees, volunteers and agents must be covered as ADDITIONAL INSUREDS on the Commercial General Liability policy for any work occurring within the Project Site. County's contractors will include the additional insured

endorsement along with the certificate of insurance. County will require that the contractor will provide to Metro thirty (30) days' notice prior to any material change, termination, cancellation, potential exhaustion of aggregate limits, or non-renewal of policy coverage.

- 9.3. County will require its contractors to provide Metro with a Certificate of Insurance complying with this Section 9 prior to any commencement of work or delivery of services for the Project. County's contractors may email Certificates of Insurance to submitdocuments@oregonmetro.gov. Metro reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsement evidencing the coverage required.
10. **Termination.** The parties may, by written agreement signed by each party, terminate all or a part of this Agreement based upon a determination that such action is in the public interest. Any party may terminate this Agreement in full, or in part, at any time if that party (the "terminating party") determines, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the "defaulting party"). The terminating party must promptly notify the defaulting party in writing of that determination and document such default. The defaulting party has thirty (30) days after delivery to cure the default described by the terminating party. If the defaulting party fails to cure the default within such thirty (30) day period, then this Agreement will terminate ten (10) days following the expiration of such thirty (30) day period.
11. **Indemnification.** Each party (the "indemnifying party"), to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30 and the debt limitation of Oregon counties set forth in Article XI, Section 10, shall defend, indemnify, and save harmless the other parties and each of their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute relating to or resulting from the indemnifying party's performance of its obligations under this Agreement or actions taken by the indemnifying party pursuant to this Agreement.
12. **Laws of Oregon.** The laws of the State of Oregon govern this Agreement. The parties agree to submit to the jurisdiction of the courts of the State of Oregon.
13. **Debt Limitation.** 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
14. **Assignment.** No party may assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except that a party may delegate or subcontract to perform any of its responsibilities under this Agreement.
15. **Notices.** Except as otherwise stated, all notices or other communications required or permitted under this Agreement must be in writing, and be personally delivered (including by means of professional messenger service) or sent by both (1) electronic mail or fax, and (2) regular mail. Notices is deemed delivered on the date personally delivered or the date of such electronic or fax correspondence unless such delivery is on a weekend day, on a holiday, or after 5:00 p.m. on a Friday, in which case such notice is deemed delivered on the next following weekday that is not a holiday.

To Metro: Rod Wojtanik, Parks Planning Manager
Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736
Phone: (503) 797-1846
Fax: (503) 797-1849
Email: rod.wojtanik@oregonmetro.gov

To Clackamas: Rick Gruen, Manager
Clackamas Co. Parks
150 Beavercreek Rd.
Oregon City, OR 97045
Phone: (503) 742-4345
Email: rgruen@clackamas.us

16. **Severability.** If any term of this Agreement is held to be illegal, invalid or unenforceable, it will not affect the remainder of this Agreement, which will be construed as if the illegal, invalid, or unenforceable term had never been contained in this Agreement. Notwithstanding the foregoing, if an essential purpose of this Agreement would be defeated by the loss of the illegal, invalid, or unenforceable term, then the parties will seek in good faith to agree on replacing the removed term or condition with a valid provision that will most nearly and fairly approach the effect of the removed term and the intent of the parties in entering into this Agreement. If the parties cannot reach agreement on a replacement for the illegal, invalid, or unenforceable provision, the Agreement will terminate upon written notice delivered by one party to the other.

17. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations concerning the subject matter herein. No waiver, consent, modification, amendment, or other change of terms of this Agreement binds either party unless in writing and signed by both parties.

18. **Counterparts; Facsimile Execution.** This Agreement may be executed in counterparts, each of which, when taken together, constitute fully executed originals. Facsimile or e-mail signatures operate as original signatures with respect to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

CLACKAMAS CO.

METRO

By: _____
Print Name: _____
Title: _____

Martha J. Bennett, Chief Operating Officer

Date: _____

Date: _____

Exhibit A: Map of Project Site

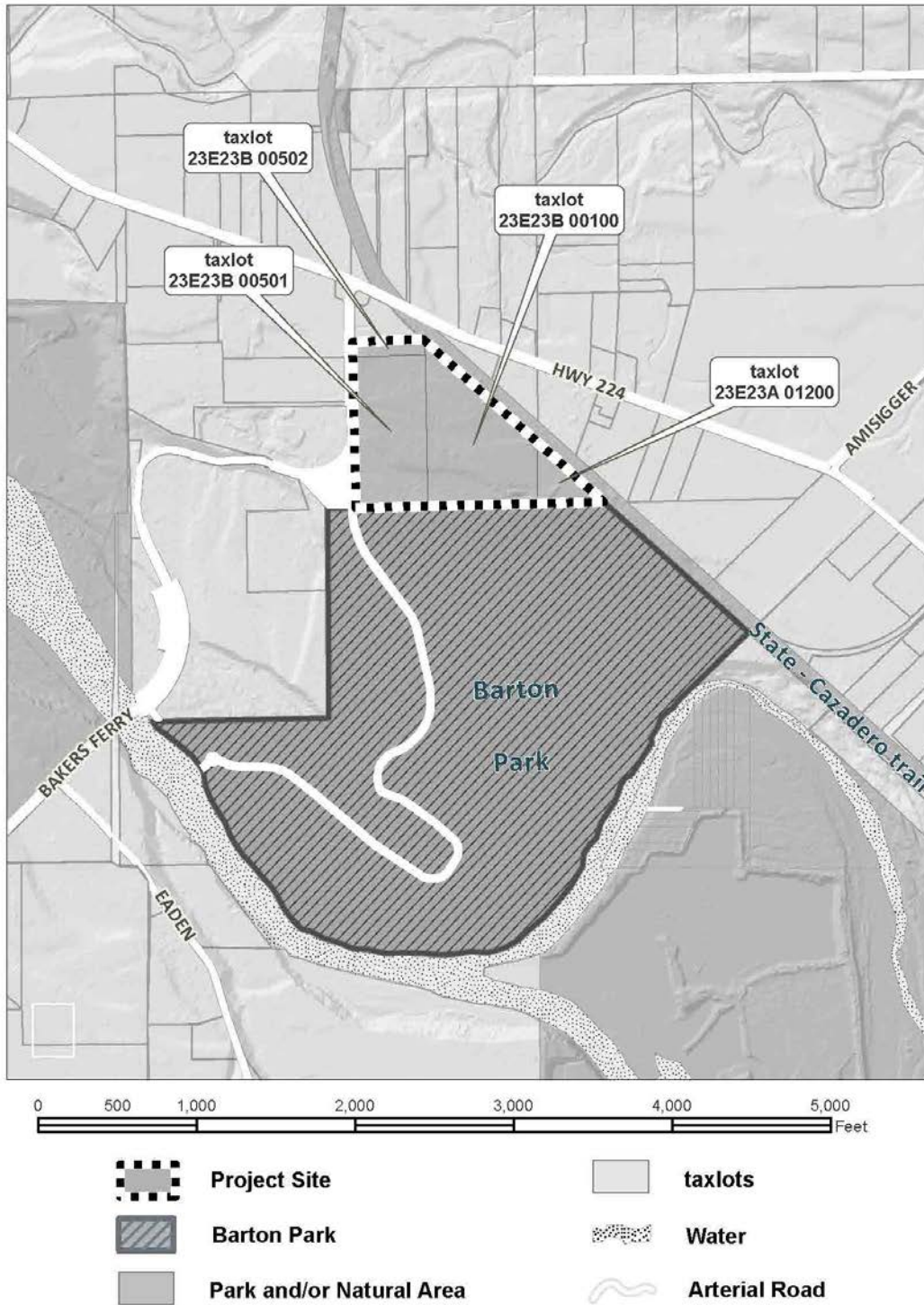


Exhibit B: Anticipated Users, Uses and Necessary Facilities for Hikers, Cyclists and Equestrians

Users:

- Hikers
- Cyclists
- Equestrian
- Hikers from Barton Park making connection to Cazadero Trail

Uses:

- Connection to OPRD Cazadero trail for users
- Public access and parking stalls for cars.
- Restroom
- Water for users
- Bike hub (repairs and air)
- Bike racks
- Kiosk with way finding and map
- Interpretation signs of history, natural resources, etc.
- Electricity for charging station
- Maintenance access for OPRD (develop permanent location or memorialize/permanent easement)
- Low impact single-night camping for hiker and bikers

Notes:

- Parking would not accommodate recreational vehicles (RV's) or river shuttles.
- Trailhead and trail connection to Cazadero Trail would be ADA accessible
- Trailhead would be used for non-motorized access to the Cazadero Trail.
- Per Metro policy dogs permitted on leash at trailhead and trail connection to Cazadero Trail.
Dogs not permitted in remainder of Metro's Cazadero Natural Area.