



AGENDA

Thursday, August 22, 2013 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. PUBLIC HEARING *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the 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. Board Order No. _____ for Boundary Change Proposal CL 13-003, Annexation to Clackamas River Water (Chris Storey, County Counsel, Ken Martin, Local Boundary Consultant)

IV. DISCUSSION ITEMS *(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.)*

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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

- 2 1. Approval of the Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233 – Behavioral Health
- 3 2. Approval of a Revenue Agreement with Tri-County Metropolitan Transportation District of Oregon to Provide Medicaid Match Funding for Rides Provided by the Clackamas County Transportation Consortium – Social Services

- 4 3. Approval of an Intergovernmental Agreement with Clackamas County Health Housing and Human Service, Community Development Division and the City of Milwaukie for the HAD Ramps Project – *Community Development*

B. Public and Government Affairs

- 5 1. Approval of an Amendment to the Agreement between Clackamas County Cable Communications and Friends of Willamette Falls Media Center - *CABLE*

- 6 2. Approval of an Agreement between Clackamas County Cable Communications and Clackamas Community College for Educational Access Funds - *CABLE*

- 7 3. Approval of an Agreement between Clackamas County Cable Communications and Oregon City School District for Educational Access Funds - *CABLE*

- 8 4. Approval of an Agreement between Clackamas County Cable Communications and North Clackamas School District (Sabin Schellenberg Center) for Educational Access Funds - *CABLE*

VI. WATER ENVIRONMENT SERVICES

- 9 1. Approval of an Agreement between Clackamas County Service District No. 1 and Clackamas County Department of Transportation and Development for the Clackamas Industrial Area Drainage-Way Improvements

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove 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>



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. Ciecko
Alexander Gordon
Nathan K. Boderman
Assistants

August 22, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Annexation to Clackamas River Water

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Safety Impact	Not Applicable
Duration	Not Applicable
Previous Board Action	None
Contact Person	Chris Storey, Assistant County Counsel 503 742 4623 Ken Martin, Boundary Change Consultant - 503 222-0955
Contract No.	Not Applicable

BACKGROUND

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a domestic water supply district and Clackamas River Water is such a district. Proposal No. CL 13-003 is a proposed annexation to Clackamas River Water.

State statute requires the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 500 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation.

This proposal was initiated by a consent petition of property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855(3) (double majority

annexation law) and ORS 198.750 (section of statute which specifies contents of petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the southern part of the District. The territory contains 14 acres, is vacant and is valued at \$54,000.

REASON FOR ANNEXATION

The property owner desires annexation to provide water service to the eventual development of one or two single family dwellings. The property owner had sought a partition in the past but that application has expired and the owner will need to file a new application.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

LAND USE PLANNING

Regional Planning. The territory is outside the jurisdictional boundary of Metro and outside the regional Urban Growth Boundary.

County Planning. The territory is designated Forest on the Clackamas County Non-urban Area Land Use Plan Map (IV-7). The territory is zoned TBR, Timber.

The following policies from the Public Facilities and Services element of the County's plan are applicable:

Water

* * *

12.0 Require all public water purveyors to design the extension of water facilities at levels consistent with the land use element of the Comprehensive Plan.

* * *

15.0 Require water service purveyors to provide water services for nonurban areas at levels which are appropriate for nonurban use.

There are no service agreements between a local government and the District which affect the territory to be annexed.

FACILITIES AND SERVICES

Sewer. There is no public sewer service in this area.

Water. The territory to be annexed can be served by Clackamas River Water. The District has 6 inch water line in Outlook Road which steps down to a 2 inch just before the access point to

the property to be served. The property owner will extend 700 feet of 2 ½ inch line to serve the property.

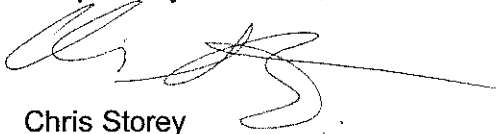
Police Service. The area receives police service at a rural level from the Clackamas County Sheriff's Department.

Fire. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the water district.

RECOMMENDATION

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-13-003, annexation to Clackamas River Water.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris Storey", with a long horizontal line extending to the right.

Chris Storey

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

In the Matter of Approving
Boundary Change Proposal
No. CL-13-003



ORDER NO.

This matter coming before the Board at this time, and it appearing that more than half the electors and owners of more than half the land in the territory to be annexed have petitioned to annex the territory to Clackamas River Water;

It further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198; and

It further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report; and

It further appearing that this matter came before the Board for a public hearing on August 22, 2013 and that a decision of approval was made on August 22, 2013;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL-13-003 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas River Water.

ADOPTED this 22nd day of August, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 14 acres, is vacant and is valued at \$54,000.
2. The property owner desires annexation to provide water service to the eventual development of one or two single family dwellings. The property owner had sought a partition in the past but that application has expired and the owner will need to file a new application.
3. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."
4. The territory is outside the jurisdictional boundary of Metro and outside the regional Urban Growth Boundary.
5. The territory is designated Forest on the Clackamas County Non-urban Area Land Use Plan Map (IV-7). The territory is zoned TBR, Timber.

The following policies from the Public Facilities and Services element of the County's plan are applicable:

Water

- 12.0 Require all public water purveyors to design the extension of water facilities at levels consistent with the land use element of the Comprehensive Plan.

- 15.0 Require water service purveyors to provide water services for nonurban areas at levels which are appropriate for nonurban use.

There are no service agreements between a local government and the District which affect the territory to be annexed.

The County Comprehensive Plan contains no prohibition on the extension of water lines in areas designated Timber.

6. There is no public sewer service in this area.

7. The territory to be annexed can be served by Clackamas River Water. The District has 6 inch water line in Outlook Road which steps down to a 2 inch just before the access point to the property to be served. The property owner will extend 700 feet of 2 ½ inch line to serve the property.
8. The area receives police service at a rural level from the Clackamas County Sheriff's Department.
9. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the water district.

CONCLUSION AND REASON FOR DECISION

Based on the Findings, the Board determined:

1. ORS 198 requires the Board to consider the applicable local comprehensive plan and any service agreements affecting the area. The local comprehensive plan was considered and this proposal was found to be in compliance with it. As noted in Finding No. 5 above the Plan contains no clear restrictions on expansion of water districts in lands designated as Timber. No directly applicable service agreements were found to exist.

EXHIBIT B

Proposal No. CL 13-003

The South 1008 feet of Tracts 1 and 2, First Addition to Outlook, in the County Clackamas and State of Oregon, as cut off by a line parallel with the South line of said Tracts 1 and 2.

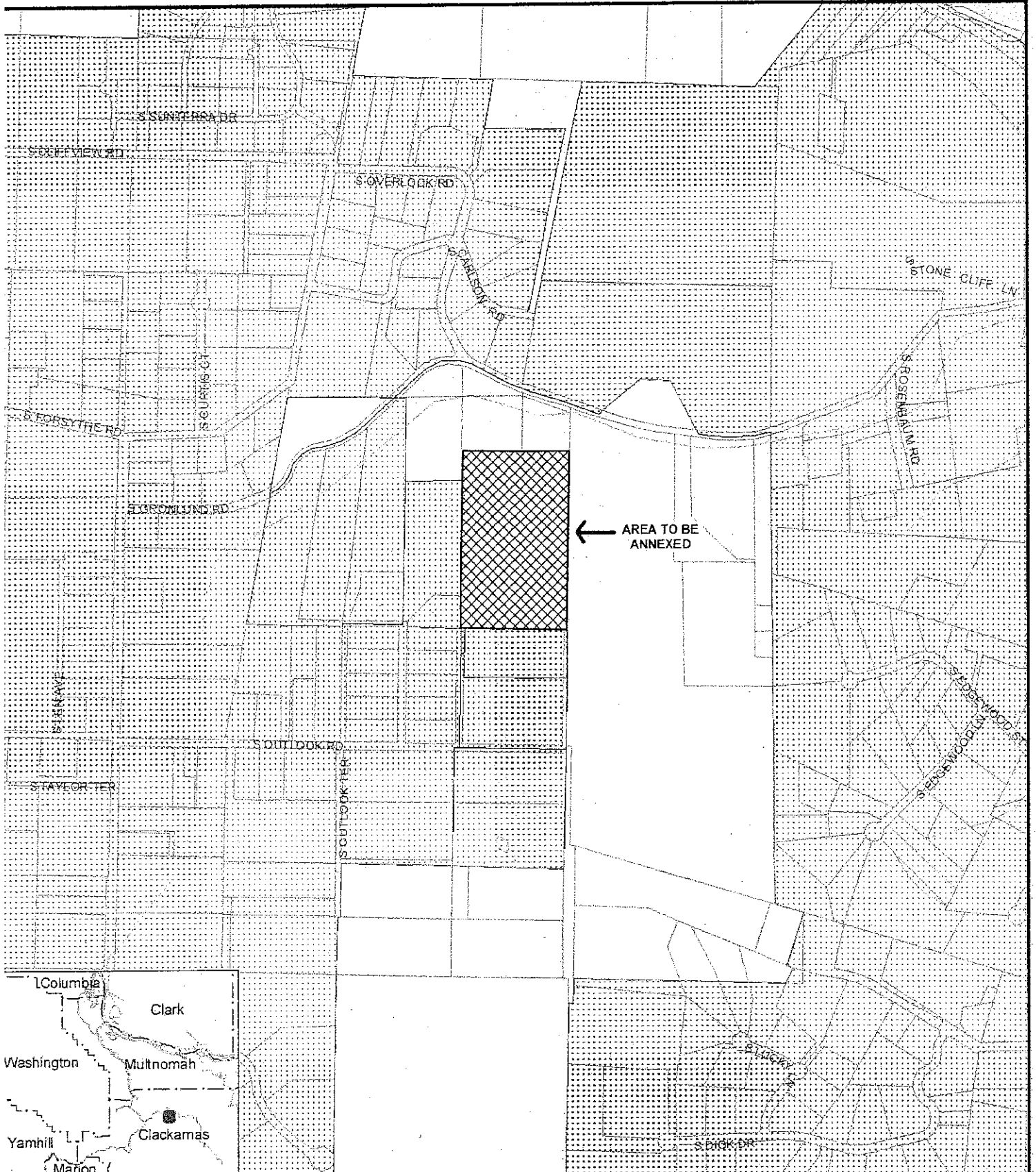
EXHIBIT C

CL13-003

S2E24

Clackamas River Water District

Clackamas County



Data Resource Center
100 NE Grand Ave
Portland, OR 97232-2736
http://www.oregonmetro.gov/drc

- Clackamas River Water District
- Area to be annexed

CL13-003

Ken Martin Consulting
P.O. Box 29079
Portland, OR 97296-9079
(503) 222-0955



1:8,880

August 22, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Mental Health Director's
Designee to Authorize a Custody Hold Under ORS 426.233

Purpose/Outcomes	The Clackamas County Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of Amanda Stewart, PMHNP with CCBH, Collin Pedeaux, MSW with Telecare Inc. and Jamie Trudeau, MSW with Cascadia, by the CCBH Director as additional designee authorized under ORS 426.233.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	Effective August 22, 2013 through duration of employment
Previous Board Action	N/A
Contact Person	Martha Spiers, Mental Health Program Mgr. – Behavioral Health Division – 503-742-5833
Contract No.	N/A

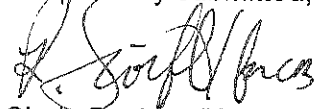
BACKGROUND:

The Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of additional designees authorized under ORS 426.233 (copy attached), the mental health designee will be authorized to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

RECOMMENDATION:

Staff recommends the Board approve the Board Order of Amanda Stewart, PMHNP with CCBH, Collin Pedeaux, MSW with Telecare Inc. and Jamie Trudeau, MSW with Cascadia, as additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker, Director

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

In the Matter of the Designation of
Amanda Stewart, PMHNP with CCBH,
Collin Pedeaux, MSW with Telecare Inc.
and Jamie Trudeau, MSW with Cascadia,
as Mental Health Director Designee to
Direct Peace Officer Custody Holds

} ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Amanda Stewart, PMHNP with CCBH, Collin Pedeaux, MSW with Telecare Inc. and Jamie Trudeau, MSW with Cascadia, as additional designee of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of
Clackamas County to approve said designations,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Amanda Stewart, PMHNP with CCBH, Collin Pedeaux, MSW with Telecare Inc. and Jamie Trudeau, MSW with Cascadia, as qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 22nd day of August, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

426.233 Authority of community mental health program director and of other persons; costs of transportation. (1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]

August 22, 2013

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of a Revenue Agreement with Tri-County Metropolitan Transportation District of Oregon (Tri-Met) to provided Medicaid Match Funding for Rides Provided by the Clackamas County Transportation Consortium

Purpose/Outcomes	Agreement with Tri-County Metropolitan Transportation District of Oregon (Tri-Met) to provided Medicaid Match Funding for Rides provided by the Clackamas County Transportation Consortium.
Dollar Amount and Fiscal Impact	The maximum agreement is \$72,800. The contract is funded through the Social Services Division agreement with Tri-County Metropolitan Transportation District of Oregon (Tri-Met).
Funding Source	TriMet General Fund - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2015
Previous Board Action	
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6374

The Social Services Division of the Health, Housing, and Human Services Department requests approval of revenue agreement with Tri-Met. This agreement will provide funding to pay the State of Oregon, Aging and People with Disabilities (APD), cash match for non-medical Medicaid transportation services provided by members of the Clackamas County Transportation Consortium to Medicaid clients residing in Clackamas County.

This agreement provides funding to pay the State Aging and People with Disabilities Services Division's (APD) the required match per one-way ride so that Consortium members receive the full \$14.00 per one-way ride for rides provided. The match rate is adjusted annually. The current rate is 37.56%. The balance is funded with Title XIX (Medicaid) Waivered Services funds. All rides must first be authorized by the client's APD case manager in order for Consortium members to receive payment for the service. The goal of the Consortium in providing transportation services is to assist older and disabled county residents in meeting their individual needs. These services assist them in living independently in their own homes for as long as possible.

Total amount of the agreement is \$72,800. No County General Funds are involved. This agreement has been reviewed and approved by County Counsel. This agreement begins July 1, 2013 and continues through June 30, 2015. Tri-County Metropolitan Transportation District of Oregon, as initiator of this agreement, chose to sign after obtaining agreement approval and signature from Clackamas County.

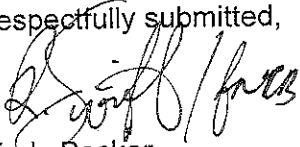
For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.

Recommendation

We recommend the approval of this agreement and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

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

Cindy Becker
Director

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT
OF OREGON (TRIMET) AND
CLACKAMAS COUNTY SOCIAL SERVICES
FOR
DISBURSEMENT OF TITLE XIX LOCAL MATCH FUNDS**

This Agreement for Disbursement of Title XIX local match funds (Agreement) is entered into effective July 1, 2013 between the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), a mass transit district organized under ORS Chapter 267, and Clackamas County Social Services ("County"), both herein individually referred to as "Party" or collectively as the "Parties."

RECITALS

1. The Oregon Department of Transportation (ODOT) Public Transit Division awarded TriMet a Fiscal Year 2013-2015 FTA Section 5310 Grant for Services to Seniors and Persons with Disabilities (Grant) in the amount of \$436,304 for preventive maintenance. The stated purpose of the Grant is to provide funding to TriMet for preventive maintenance in order to free up a like amount of TriMet general funds to be utilized as the 38% local match for the Portland region's Title XIX waived non-medical transportation program.
2. In accordance with Grant, TriMet will disburse local match funds to County which is a transportation provider under the region's Title XIX waived non-medical transportation program.
3. The Parties now desire to enter into this Agreement for disbursement of the local match funds to County.

NOW THEREFORE, the premises being as set forth in the foregoing RECITALS, it is agreed by and between the Parties as follows:

1. Disbursement of Local Match Funds

In consideration of the agreements made by County under this Agreement, TriMet shall disburse to County upon submission of invoice for qualified rides from TriMet local general funds ("Funds") in accordance with the terms of this Agreement. The total amount disbursed by TriMet under this Agreement shall not exceed the sum of \$72,800.

2. Use of Funds

- A. Eligible Use of Funds. The Funds shall be utilized by County solely as local match for Title XIX funds utilized to compensate County for provision of waived non-medical transportation in Clackamas County. Use of the Funds shall be in accordance with the Grant, the terms of which are incorporated into and made part of this Agreement. County shall document eligible use of Funds through monthly reports submitted to TriMet's Project Manager. The monthly reports are due by the 20th day of each month, starting the first full month after execution of this Agreement, and continuing through the first month after the full amount of the Funds are expended. TriMet may, in its sole discretion, suspend disbursement of funds for County's failure to submit timely reports or to adequately document eligible use.

- B. Unexpended Funds. Any Funds disbursed to County under this Agreement that are not expended by County in accordance with the terms of this Agreement by June 30, 2015 shall be returned to TriMet. County shall return any unexpended Funds by paying to TriMet the amount of unexpended Funds within ten (10) days after written demand by TriMet. County agrees that TriMet shall have the right in its sole discretion to deduct the amount of any unexpended Funds owed to TriMet under this Paragraph B, from any future payment from TriMet to County under any contract or agreement, present or future, between TriMet and County. The provisions set forth in this Paragraph B shall survive termination or expiration of this Agreement. The repayment remedies provided for in this Paragraphs B are not exclusive remedies, but are in addition to any other remedies available to TriMet under this Agreement or by law or equity.

3. **County Representations and Warranties**

- A. Execution of Agreement. County represents and warrants to TriMet that County has full power and authority to execute, incur and perform its obligations hereunder.
- B. Authority; No Contravention. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action of County, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of County's articles of incorporation or bylaws, or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of County and constitutes the legal, valid, and binding obligation of County, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- E. Full Funding. County has obtained all necessary funding for completion of the transportation services for Clackamas County for which the Funds will be used.

4. **Term of Agreement**

This Agreement is effective July 1, 2013 and shall expire on June 30, 2015, unless terminated earlier under the provisions hereof.

5. **County Agreements**

- A. County shall comply with any County accounting, billing and reporting requirements applicable to use of the Funds. Without limitation of the foregoing, County shall ensure compliance with all federal, state, and local laws, regulations, rules executive orders and ordinances applicable to this Agreement and the use of the Funds, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) all Title XIX laws, rules, regulations, procedures and policies; (ii) Title VI of Civil Rights Act of 1964; (iii) Title V and Section 504 of the Rehabilitation Act of 1973; (iv) the Americans with Disabilities Act of 1990 and ORS 659A.142; (v) all regulations and

administrative rules established pursuant to the foregoing laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- B. The Parties agree that TriMet shall have no liability of whatsoever nature in connection with County's use of the Funds or County's provision of transportation services. To the fullest extent permitted by law, County shall indemnify, defend and hold harmless TriMet, its directors, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (including reasonable attorneys fees and court costs) resulting from, arising out of, or relating to this Agreement, including but not limited to any breach of County's representations, warranties or contractual obligations under this Agreement. The provisions set forth in this Paragraph B shall survive termination or expiration of this Agreement.
- C. County shall maintain complete records pertaining to this Agreement for a period of six (6) years after expiration or termination of this Agreement. County acknowledges and agrees that TriMet and its duly authorized representatives shall have access to the books, documents, papers, and records of County which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during such retention period. Copies of applicable records will be made available to TriMet or its duly authorized representatives upon request.
- D. County, and all employers, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. County shall ensure that all employers working under this Agreement comply with these requirements.
- E. County, and its contractors, shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to their employment of individuals to perform the work funded by this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
- F. During the term of this Agreement, it is agreed to the extent permitted by law that Clackamas County's self insurance shall meet the obligations set forth under this Paragraph F. County shall furnish acceptable certificates of insurance to TriMet within three (3) business days after execution of this Agreement. County shall indemnify TriMet for any liability or damages that TriMet may incur due to County's failure to purchase or maintain the required insurance, including reasonable attorneys fees.
 - (a) Commercial General Liability Insurance
County shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence. If County is self-insured, County must provide documentation to satisfy this requirement subject to TriMet's approval. Additional insured endorsement endorsements CG 20 10 0704 and CG 20 37 0704 or their equivalent must be included.
 - (b) County shall maintain worker's compensation and employer's liability insurance as required by ORS Chapter 656.027. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The worker's compensation limit shall be equivalent to or better than the Oregon Statutory limits.
 - (c) County shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos). If County is self-insured, County must

provide documentation to satisfy this requirement subject to TriMet's approval. Additional insured endorsement CA 20 48 02 99 or its equivalent must be included.

(d) Additional Requirements:

County shall furnish TriMet with a certificate(s) of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above. If County is self insured, County shall furnish TriMet with a letter stating the basis for the exemption subject to TriMet's approval.

Failure of TriMet to demand such certificate or other evidence of full compliance with these insurance requirements or failure of TriMet to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractors obligation to maintain such insurance.

The insurance required under this Paragraph shall comply with the following:

- (1) Include TriMet and its directors, officers, representative, agents and employees as additional insureds with respect to work or operations connected with this Agreement; and
- (2) County must give TriMet not less than thirty (30) days written notice prior to cancellation, reduction, or material change in coverage; and
- (3) This insurance shall be primary and no other insurance that may be provided by TriMet shall be contributory.

6. Project Managers/Notices

TriMet's Project Manager is Claire Potter, Director, Financial Services, TriMet, 1800 S.W. 1st Avenue, Suite 300, Portland, Oregon 97201, potterc@trimet.org, 503-962-6463 (FAX) or assigned designee upon individual's absence. County's Project Manager is Stefanie Reid-Danielson, Clackamas County Social Services, 2051 Kaen Road, P.O. Box 2950, Oregon City, Oregon 97045, Stefanierei@co.clackamas.or.us, 503-655-8330 (FAX) or assigned designee upon individual's absence.

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or TriMet at the addresses set forth above, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

7. General Provisions

- A. Termination. This Agreement may be terminated by TriMet effective upon delivery of written notice to County, or at such later date as may be established by TriMet, if County fails to perform any of the provisions of this Agreement or so fails to pursue performance as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as TriMet may authorize, after receipt of written notice from TriMet, fails to correct

such failures. TriMet may pursue any remedies available under this Agreement, or at law or in equity. Any termination of this Agreement by TriMet shall not prejudice any rights or obligations accrued to the Parties prior to termination.

- B. No Third Party Beneficiaries. TriMet and County are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its term.
- C. Independent Contractors. The Parties agree and acknowledge that their relationship is that of independent contracting parties and neither Party hereto shall be deemed an agent, partner, joint venture or related entity of the other by reason of this Agreement.
- D. Severability. TriMet and County hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- E. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- C. Venue/Jurisdiction. A Party bringing a legal action or proceeding against the other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the state or federal courts located in Portland, Oregon. Each Party hereby consents to the exclusive jurisdiction of such courts, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- D. Execution of Agreement. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- E. Entire Agreement. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.
- F. Authority to Bind Party. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind County and shall provide TriMet proof of such authority upon request.

SIGNATURE PAGE TO FOLLOW

CLACKAMAS COUNTY

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

Signing on Behalf of the Board

Tri-County Metropolitan Transportation District
of Oregon (TriMet)

By _____

Title: _____

Date _____

By _____

Title: Director

Health, Housing & Human Services Dept.

Date _____

Approved as to Content:



Brenda Durbin, Director
Social Services Division

August 22, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Clackamas County Health, Housing & Human Services, Community Development Division and the City of Milwaukie for the ADA Ramps Project

Purpose/Outcomes	This Intergovernmental Agreement is to contract construction services to hire a general contractor to build new ADA Ramps in Milwaukie.
Dollar Amount and Fiscal Impact	The maximum Community Development Block Grant (CDBG) allocation for construction is \$130,000 dollars. These funds are for the current Fiscal Year of 2013-2014. The City of Milwaukie will provide a minimum of 20% of the construction cost for the project.
Funding Source	Community Development Block Grant Funds (Federal Funds) - no County General Funds are involved.
Safety Impact	None
Duration	Effective September 1, 2013 and terminates before April 1, 2014
Previous Board Action	None
Contact Person	Chuck Robbins, Director – Community Development: 650-5666
Contract No.	CD-6376


BACKGROUND:

The City of Milwaukie requested CDBG funds from the Community Development Division (CDD) for pedestrian safety in several areas of Milwaukie. New ADA Ramps will assist many citizens. CDD will provide project coordination representing Clackamas County. The City of Milwaukie will provide all engineering services. This agreement 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,


Cindy Becker, Director

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN RESOURCES
COMMUNITY DEVELOPMENT DIVISION**

AND

THE CITY OF MILWAUKIE

I. Purpose

- A. This Agreement is entered into between Clackamas County, acting by and through its Community Development Division (COUNTY) and the City of Milwaukie (CITY) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for the demolition of existing curbs, non-compliant ADA ramps, and sidewalks and the construction of an estimated 35 to 45 new ADA Ramps, curb, asphalt patching, and traffic control throughout the City of Milwaukie. The Project is located in the City of Milwaukie. These improvements are herein referred to as the PROJECT.
- C. The COUNTY has determined that the PROJECT is eligible for Community Development Block Grant (CDBG) funds as a Low-Mod Area Benefit Activity because the City of Milwaukie is a Low-Mod Benefit Area. No specific Area Map is needed. The ADA Ramps Project is various street corners throughout Milwaukie.

II. Scope of Responsibilities

- A. Under this agreement the responsibilities of the CITY shall be as follows:
 - 1. The CITY shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.
 - 2. The CITY shall obtain any easements or approvals necessary to allow access onto private property. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).
 - 3. The CITY and/ or their hired engineer shall provide engineering services to include; design and construction oversight, review and approval of payments, review of change orders, standard surveying, staking, as well as pre & post construction surveys for the PROJECT. Such services shall be

provided at no cost to the COUNTY. However, section III. Budget & Financial subsection D. provides for engineering credit. The CITY shall assume responsibility for ensuring the following:

- a. The CITY shall have a registered professional engineer (herein after referred to as Engineer) prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight including staking and surveying of the PROJECT. The CITY has the option to hire a private engineer or assign a CITY Engineer from within their office.
- b. If the CITY elects to hire a private Engineer, the CITY shall require the private Engineer to maintain comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$500,000 combined single limit per occurrence/\$1,000,000 general annual aggregate for personal injury and property damage 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, in any way related to Engineer's or any of Engineer's subcontractor's performance of this Agreement.
- c. If the CITY elects to hire a private Engineer, the CITY shall require the private Engineer to maintain professional liability insurance in an amount of not less than \$1,000,000 per claim. Such insurance shall include limited contractual liability coverage and shall provide for thirty days prior written notice to the COUNTY in event of cancellation. The Engineer shall endeavor to use good faith in order to maintain in force such coverage for not less than three (3) years following completion of the PROJECT. The COUNTY, at its option, may require a complete copy of the above policy and evidence of required coverage.
- d. If the CITY elects to hire a private Engineer, the CITY shall require the private Engineer to include the County as an additional insured and refer to and support the Engineer's obligation to hold harmless the County, its officers, commissioners and employees. Such insurance shall provide 30 days' written notice to the COUNTY in the event of cancellation, non-renewal, 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. The insurance company will provide written notice to the COUNTY within thirty (30) days after any reduction on the general annual aggregate limit.

- e. If the CITY elects to hire a private Engineer, the CITY agrees to require the private Engineer to furnish the COUNTY evidence of the insurance required in II.A.3 (b) and (c).
 - f. The CITY shall ensure that the Engineer's responsibilities include, but are not limited to, the following:
 - (i) During construction the Engineer shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the Contractor.
 - (ii) All reports and recommendations concerning construction shall be submitted to the COUNTY for their approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval.
 - (iii) In the event modifications to the construction contract resulting in an increase in the contract amount are made without the prior approval of the COUNTY, CITY shall be solely responsible for these modifications.
 - (iv) Notify the County Surveyor of the PROJECT and provide CITY, design engineer, surveyor and contractor contacts.
 - (v) File a "Pre-Construction Record of Survey" with the County Surveyor prior to the PROJECT final award of the construction contract in order to identify and preserve the locations of survey monuments that may be disturbed or removed during the construction as described in ORS 209.150.
 - (vi) File a "Post-Construction Record of Survey" with the County Surveyor after the construction PROJECT is completed. The Engineer is responsible to replace any property corner monuments that were disturbed or removed during construction as described in ORS 209.150.
4. The CITY shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the CITY as provided by Oregon Statute.
5. The CITY shall complete and submit a Performance Measures Report following completion of the PROJECT. (Refer to Attachment A).

6. The CITY shall complete and submit a Matching Funds Report following completion of the PROJECT. (Refer to Attachment B).
 7. Upon completion of the PROJECT the CITY:
 - a. agrees to accept the improvements;
 - b. agrees to become the successor of the Construction Contract, and;
 - c. agrees to continue maintaining the improvements as described in section I. Purpose, B.
- B. Under this agreement the responsibilities of the COUNTY will be as follows:
1. The COUNTY will appropriately bid and contract for construction of the PROJECT and with the advice of the CITY, will approve changes, modifications, or amendments as necessary to serve the public interest.
 2. In such contracts the COUNTY will assume the rights and responsibilities of the owner of the PROJECT.
 3. The COUNTY agrees to provide and administer available Federal Community Development Block Grant (CDBG) funds (CFDA 14.218) granted by the U.S. Department of Housing and Urban Development (HUD) to finance the PROJECT.
 4. The COUNTY shall conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.
 5. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT. A Project Coordinator from the County's Community Development Division will assist with the PROJECT management, coordination and contract administration.
 6. The responsibilities of the Project Coordinator shall include:
 - a. Prepare a Bid Packet to be advertised in a local contractor's publication;
 - b. Conduct the Bid Opening on the date determined by all PARTIES;
 - c. Hire a General Contractor via the lowest responsible and responsive bidder;
 - d. Issue a Notice to Proceed after the Construction Contract is approved;
 - e. Conduct a Pre-Construction Conference with the General Contractor and the CITY, and the CITY's Engineer;
 - f. Coordinate with the Engineer, the CITY and General Contractor throughout General Contractor's performance of the Work;
 - g. Administration of federal and state prevailing wage requirements;
 - h. Closeout Paperwork and all federal reporting requirements;
 - i. With the Approval of the Engineer and both PARTIES;
 - (1) Make payment(s) to the General Contractor

- (2) Release retainage funds to the General Contractor as appropriate;
 - j. Notify the CITY of their responsibilities for all warranty related issues after the Release of Retainage.
- C. The COUNTY and CITY agree to jointly review and approve all design, material selection, and contract documents for the PROJECT.

III. Budget & Financial

- A. The COUNTY will apply CDBG funds in the amount of **\$130,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- B. The CITY agrees to contribute the greater of:
 - 1. Twenty percent (20%) of the total cost of the PROJECT, or
 - 2. All costs for design and construction which exceed available CDBG funds budgeted for the PROJECT.
 - 3. Allowable match requirements for this PROJECT may be the use of CITY equipment, CITY workers labor, and/ or CITY reimbursable related to the construction PROJECT. Match credit(s) can be given to the CITY from the COUNTY; moreover, the CITY must submit all match credit(s) items as well as receive approval of the list of match credit(s) items. The COUNTY will not reimburse the CITY in the form of a check (\$). See below Part III. D.
- C. In the event the PROJECT can not be completed with available funds the COUNTY and CITY will jointly determine the priorities of the improvements to be made within funding limits.
- D. The CITY shall be credited towards the matching requirements stated in Part III. B. an amount equal to **18%** of the final construction cost for engineering services as detailed in Part II. A. 3. a.
- E. The CITY agrees to provide funds for the PROJECT to the COUNTY in the following manner:
 - 1. In the event a construction contractor is entitled to payments for work completed after \$130,000 in CDBG funds have been expended, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments. The CITY shall transfer funds which exceed available CDBG funds and are owed to a contractor to the COUNTY within thirty (30) consecutive calendar days of a written request.

2. Upon receipt of written notification from the COUNTY the CITY shall provide payment within thirty (30) consecutive calendar days to the COUNTY the funds necessary to meet the matching contribution requirement in Part III. B. All checks shall be made payable to Clackamas County, include a Project Number and be mailed to the following address:

Attn: Toni Hessevick
Clackamas County - Finance Office
Public Services Building
2051 Kaen Road, Fourth Fl.
Oregon City, OR 97045

3. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and the COUNTY, the COUNTY shall instruct the Engineer to execute a change order.
4. Funds for the change order shall be split evenly between the COUNTY and the CITY subject to the limitations described above.

IV. Liaison Responsibility

Brad Albert, will act as liaison from the CITY for the PROJECT. Steve Kelly will act as liaison from the COUNTY.

V. Special Requirements

- A. **Law and Regulations.** The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. **Public Contracting Requirements.** To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. **Relationship of Parties.** Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- D. **Indemnification.** Subject to the limits of the Oregon Tort Claims Act, and Oregon Constitution each of the parties agrees to hold harmless and indemnify the others, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries,

death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees provided however, upon completion of the improvements, the CITY will assume all responsibility for claims made thereafter against the COUNTY or its officers, agents or employees pertaining to the design and construction of the PROJECT, and will indemnify and defend them therefore.

- E. **Notice.** Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- F. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; 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.
- G. **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 CITY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. **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. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- I. **Conflict of Interest.** No officer, employee, or agent of the CITY or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- J. **Insurance.** The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability

insurance and may, at its option, maintain such insurance. If applicable, the CITY shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

- K. **Nondiscrimination.** The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination of the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- L. **Handicapped Accessibility.** The CITY agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. **Nonsubstituting for Local Funding.** The CDBG funding made available under this Agreement shall not be utilized by the CITY to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. **Evaluation.** The CITY agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.
- O. **Audits and Inspections.** The CITY will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. **Acquisition.** If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- Q. **Change of Use.** The CITY agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).

- R. **Reversion of Assets.** Upon expiration or termination of this Agreement, CITY shall transfer to COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to CITY in the form of a loan) in excess of \$25,000 or less based on the CDBG amount shall ensure said real property is either:
1. Used to meet one of the National Objectives in CFR 570.208 for the term of this Agreement; or
 2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

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

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending ten (10) years after completion of the PROJECT.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 1. Written notice provided to the COUNTY from the CITY before any materials or services for improvements are procured, or;
 2. Written notice provided by the COUNTY in accordance with 24 CFR 85.43, included as Attachment D, resulting from material failure by the CITY to comply with any term of this Agreement, or;
 3. Mutual agreement by the COUNTY and CITY in accordance with 24 CFR 85.44.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

CITY OF MILWAUKIE

10722 SE Main Street
Milwaukie, Oregon 97222



Bill Monahan, City Manager

7.16.13

Date

CLACKAMAS COUNTY

Chair John Ludlow
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
Department

Date

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT PERFORMANCE MEASURES REPORT

FOR THE PERIOD: JULY 1, _____ TO JUNE 30, _____

Project Name: Milwaukie ADA Ramps Project

The Service Area for this project is contained within Census Tract ___ Block Group ___. The City of Milwaukie portion of this Block Group is ___% Low- and Moderate-Income.

Choose all that apply:

- # of persons _____ with new access to this Public Facility or Infrastructure Improvement
- # of persons _____ with improved access to Public Facility or Infrastructure Improvement
- # of persons _____ with access to this type of Public Facility or Infrastructure Improvement that is No Longer Substandard.

Total Number of persons assisted: _____

Other benefits to the service area:

Signature

Date

Organization

ATTACHMENT B

CDBG Project Matching Funds

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the Milwaukie ADA Ramps Project:

2013-14 CDBG Funds	\$ 130,000 max. (6/25/13)
--------------------	---------------------------

SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$5/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other _____	\$ _____

Prepared By:
(Print name)

Signature

Date

ATTACHMENT C

Change of Use

Excerpt from 24 CFR Part 570

570.505 Use of real property.

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either;

(1) The new use of such property qualifies as meeting one of the national objectives in 570.208 (**formerly 570.901**) and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(b) (4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

ATTACHMENT D

Excerpt from 24 CFR Part 85

§85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after

termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

§85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

- (a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.



5

Debbie McCoy
Manager

CABLE COMMUNICATIONS
PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

August 22, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment to Agreement Between Clackamas County and Friends of Willamette Falls Media Center, DBA Willamette Falls Media Center

Purpose/Outcome	Amendment is to update and clarify the County's responsibilities.
Dollar Amount and Fiscal Impact	The dollar amount is approved in the County's annual budgeting process.
Funding Source	Dedicated Public, Government and Educational (PEG) funds and Franchise Fees.
Safety Impact	None
Duration	Effective the date signed by the Board of County Commissioners, and renews yearly unless terminated by either party.
Previous Board Action/Review	The original contract was approved by the Board of County Commissioners on December 6, 2012.
Contact Person	Debbie McCoy, Cable Franchise & Operations Manager 503-742-5903

BACKGROUND:

Friends of Willamette Falls Media Center, dba Willamette Falls Media Center (WFMC), a 501(c)(3) corporation approved in October 2012, and established in October 2011, is a provider of the community access channel(s) in Clackamas County (County). County receives funding for Public, Educational, and Government (PEG) Access programming through many of the franchise agreements with cable providers in unincorporated County. These funds are dedicated for use by Public, Educational and Government agencies for capital equipment and facilities. WFMC has community access channel(s) that are designated for public access programming and broadcast throughout much of County. WFMC provides local programming of community events, information, meetings, and activities of general interest for the residents of County. WFMC also provides training and production services that all unincorporated County citizens can utilize and all County residents are allowed to cablecast programs on public access channel(s) using WFMC's facilities.

County further provides WFMC operational funding through use of a portion of the cable franchise fees collected through franchise agreements from cable providers operating in unincorporated County and budgeted through the annual County budget process. The amount assessed is based on a rate structure that is equitable among the facility's users. The amount for capital equipment and facilities changes annually based on needs assessed through a County needs assessment study. The Agreement therefore needs amending to address the annual PEG funding for WFMC.

The Agreement is amended in Section II. Responsibilities. B. to read as follows:

1. Operational Funds: County will provide to WFMC operational funding each year based on the attached rate structure and approved through the annual County budget process.
 - a. County will pay the operational funding in equal payments quarterly to be used only for operations of the WFMC facility. These payments will be due each quarter on September 30, December 31, March 31 and June 30.

**AMENDMENT TO AGREEMENT BETWEEN
CLACKAMAS COUNTY
AND
FRIENDS OF WILLAMETTE FALLS MEDIA CENTER**

II. Responsibilities

B. Under this agreement the responsibilities of the County will be as follows:

1. Operational Funds: County will provide to WFMC operational funding each year based on the attached rate structure and approved through the annual County budget process.
 - a. County will pay the operational funding in equal payments quarterly to be used only for operations of the WFMC facility. These payments will be due each quarter on September 30, December 31, March 31 and June 30.
 - b. Each payment will be due and payable no later than 45 days following the end of the quarter.
 - c. Subsequent years will be reimbursed on a quarterly basis, at the current rate structure attached.
2. Capital Funds: County will reimburse WFMC for WFMC's capital costs for facilities and equipment for PEG (Public, Educational and Government) access capital costs in an amount approved in the County annual budget process each fiscal year.
 - a. County will approve or disapprove requests for PEG funds submitted with receipts by WFMC and respond within 45 days from its receipt of request for funds.
 - b. These dedicated PEG funds for capital costs are collected through the cable franchise agreements by the cable providers in unincorporated County as a pass-through from cable subscribers. If County does not receive sufficient PEG funds to pay WFMC's request(s), WFMC shall be promptly notified and the PEG funds may be reduced or eliminated in accordance with funds available.

All the aforesaid is hereby agreed upon by the parties and executed by their duly authorized signatures below.

CLACKAMAS COUNTY

**FRIENDS OF WILLAMETTE
FALLS MEDIA CENTER**

Chair
Board of County Commissioners



Dan Holladay
Friends of Willamette Falls Media Center


Recording Secretary

Date

8-14-13

Date

Approved as to Form:



County Counsel




Debbie McCoy
Manager

CABLE COMMUNICATIONS
PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

August 22, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Agreement Between Clackamas County and Clackamas Community College for
Educational Access Funds

Purpose/Outcome	To fund Access Center with dedicated funds.
Dollar Amount and Fiscal Impact	There is no financial impact on the general fund.
Funding Source	Dedicated Public, Government and Educational (PEG) funds.
Safety Impact	None
Duration	Effective the date signed by the Board of County Commissioners, and renews yearly unless terminated by either party.
Previous Board Action/Review	Prior agreement between the parties was executed by the Board of County Commissioners on February 12, 2009.
Contact Person	Debbie McCoy, Cable Franchise & Operations Manager 503-742-5903

BACKGROUND:

Clackamas Community College (CCC), an institution of higher learning formed and existing under the authority of ORS Chapter 341, is a provider of an educational access channel(s) in Clackamas County (County). County receives funding for Public, Educational, and Government (PEG) Access programming through many of the franchise agreements with cable providers in unincorporated Clackamas County. These funds are dedicated for use by Public, Educational and Government agencies for capital equipment and facilities. CCC has an educational access channel that is designated for educational access programming and is broadcast throughout the Clackamas Community College District. CCC provides local programming of school events, information, school board meetings, and activities of general interest for the Clackamas Community College district.

This Agreement will provide for the award by County to CCC of PEG funds received by County from cable franchisees as a pass-through from cable television subscribers in an amount approved through the Clackamas County annual budget process to be used by CCC for the purpose of procuring equipment/facilities for production and cablecasting of the CCC educational access television channel. These funds are subject to County receiving PEG funding from the cable franchise agreements and if County does not receive sufficient PEG funds to pay CCC's annual budgeted request, CCC shall be promptly notified that the funds may be reduced or eliminated in accordance with available funding.

County will disburse PEG funding to CCC upon submittal of equipment/facility invoices, including prices, for approval to County. CCC will obtain price quotes using purchasing methods in compliance with Oregon law. This agreement will become effective when it is signed by both parties and may be amended at any time with the concurrence of both parties.

County Counsel has prepared an agreement between Clackamas County and CCC, which has been signed by CCC. As PEG funds are dedicated to Access Centers and Institutional Network costs as a pass-through from cable subscribers by the cable providers, there is no cost to the County General Fund.

RECOMMENDATION:

The staff respectfully recommends that the Board approve the Agreement between CCC and County to provide Educational Access funding as budgeted in the County budget process for capital equipment and facility purchases by CCC and used for production or cablecasting of the CCC Educational access television channel(s).

County Counsel has seen and approved the attached Amendment.



David Anderson, Assistant County Counsel

Sincerely,



Debbie McCoy, Manager
Cable Communications

**AGREEMENT BETWEEN
CLACKAMAS COUNTY
AND
CLACKAMAS COMMUNITY COLLEGE**

I. Purpose

- A. This Agreement is entered into between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas Community College ("CCC"), an institution of higher learning formed and existing under the authority of ORS Chapter 341.
- B. This Agreement provides for the reimbursement by County to CCC of CCC's annual capital costs for equipment and construction of cable access facilities in an amount approved through the Clackamas County budget process each year (the "Funds"). These reimbursements will assist CCC with the production and cablecasting of the community college educational access television channel(s) (the "Activity" or "Activities").

II. Responsibilities

- A. Under this agreement the responsibilities of CCC will be as follows:
 - 1. CCC will cablecast programs on educational access channel(s), using CCC's facilities, subject to the usual operating rules of CCC.
 - 2. The Funds shall be used only for reimbursement of CCC's capital costs related to CCC's production and cablecasting on CCC's educational access channel(s).
 - 3. CCC shall maintain discrete accounting record of all Activities associated with expenditures for which reimbursement is sought under this Agreement. CCC shall use and maintain accounting policies, practices, and procedures which are consistent with generally accepted accounting principles, and in accordance with applicable regulations. On request, CCC will permit the County to inspect its facilities furnished as part of the Activities.
 - 4. CCC warrants that the Funds shall not be used to retire any debt or reimburse any person, entity, or municipality for expenditures not related to nor approved by this Agreement.
 - 5. CCC shall be responsible for producing, scheduling and administering the school's educational channel(s).
 - 6. CCC will submit requests for Funds to County, including detailed receipts showing items purchased and prices paid by CCC.

7. CCC will send all its normal communications to the County cable regulatory office, to consist of:
 - a. Quarterly usage reports showing number of programs broadcast.
 - b. Equipment and usage reports.
 - c. Final approved budget.
 - d. Annual financial report or audit.

- B. Under this agreement the responsibilities of the County will be as follows:
 1. County will approve or disapprove requests for Funds submitted with receipts by CCC. County will respond within 45 days from its receipt of requests for Funds.

 2. County will reimburse CCC for capital costs with Funds obtained as PEG funds (Public, Education and Government funds) from County's agreements with cable television franchisees annually, subject to County's approval of each request for reimbursement by CCC.

 3. The availability of Funds for reimbursement paid under this agreement is subject to the County receiving PEG funding from the cable franchise agreements. If the County does not receive sufficient PEG funds to pay CCC's request, CCC shall be promptly notified and the Funds may be reduced or eliminated in accordance with funds available.

 4. The County may require CCC to take corrective action to remedy problems with the implementation, evaluation, reporting, or administration of the Activity, so that CCC meets compliance standards. CCC will submit documentation that satisfactory correction action has been taken in the time frame set forth by the County. County shall give 30 days written notice to correct non-compliance.

III. Liaison

Debbie McCoy will act as liaison from the County. The address and phone number are:

Clackamas County Cable Communications
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5902

Shelly Parini will act as liaison from CCC. The address and phone number are:

Clackamas Community College
19600 S. Molalla Avenue
Oregon City, OR 97045
(503) 594-3015

IV. Other Terms and Conditions

- A. The County and CCC agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations, including those on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age or disability.
- B. To the extent applicable, the provisions of Oregon public contracting law are incorporated herein by this reference.
- C. Each party is an independent contractor with regard to the other party(s) and agrees that the nonperforming party has no control over the work and manner in which it is performed. No party is an agent or employee of any other.
- D. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each of the parties agrees to hold harmless and indemnify the other, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees. It is agreed between the parties that, as between them, CCC exercises control over the operations of its public access studio and cablecasting facilities, and will defend and indemnify County under this paragraph for claims arising therefrom.
- E. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- F. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.
- G. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; 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.
- H. Access to Records. The County and its duly authorized representatives shall have access to the books, documents, papers, and records of CCC which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- I. This Agreement is expressly subject to the debt limitation of Oregon counties, as 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.

- J. This contract supersedes and cancels any prior contracts and/or agreements between the parties hereto for similar services.

V. 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.

VI. Term of Agreement

- A. This Agreement becomes effective when it is signed by both parties.
- B. The initial term of this Agreement extends to June 30, 2014.
- C. This agreement will be automatically renewed for successive terms of one year on each July 1, unless terminated as provided in this agreement.

VII. Termination of Agreement

- A. The previous agreement between the parties regarding cable television access funding is hereby rescinded.
- B. This Agreement may be suspended or terminated prior to the expiration of any term by:
 - 1. Written notice provided, with or without cause, by either party at least 30 days prior to the date of termination, or;
 - 2. Written notice, in the case of a default under the terms of this agreement, giving at least 21 days notice of the alleged default, with opportunity to cure within the 21 day period, or;
 - 3. Mutual agreement by the County and CCC, or;
 - 4. Written notice provided by the County if insufficient PEG funds are available, or if there has been a change in federal, state or local laws or regulations so that the activity funded by this agreement is no longer eligible for funding. Termination under this paragraph is effective immediately.

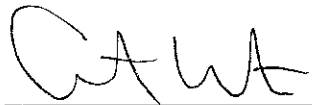
- C. Termination of this Agreement does not terminate obligations of CCC that accrued before termination, including but not limited to the obligation to allow audit or inspection.

All the aforesaid is hereby agreed upon by the parties and executed by their duly authorized signatures below.

CLACKAMAS COUNTY

CLACKAMAS COMMUNITY COLLEGE

Chair
Board of County Commissioners



Courtney Wilton
Vice President, College Services
Clackamas Community College

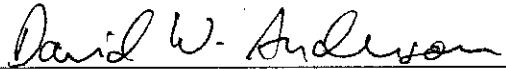
Recording Secretary

Date

8-12-3

Date

Approved as to Form:



County Counsel



7

Debbie McCoy
Manager

CABLE COMMUNICATIONS

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

August 22, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Agreement Between Clackamas County and Oregon City School District for
Educational Access Funds

Purpose/Outcome	To fund Access Center with dedicated funds.
Dollar Amount and Fiscal Impact	There is no financial impact on the general fund.
Funding Source	Dedicated Public, Government and Educational (PEG) funds.
Safety Impact	None
Duration	Effective the date signed by the Board of County Commissioners, and renews yearly unless terminated by either party.
Previous Board Action/Review	None
Contact Person	Debbie McCoy, Cable Franchise & Operations Manager 503-742-5903

BACKGROUND:

Oregon City School District (OCSD) is a provider of Educational Access in Clackamas County (County). County receives funding for Public, Educational, and Government (PEG) Access programming through many of the franchise agreements with cable providers in County. These funds are dedicated for use by Public, Educational and Government agencies for capital equipment and facilities. OCSD has a channel that is designated for educational programming and is broadcast throughout the Oregon City School District. OCSD offers events, meetings, activities and educational programs which would be of interest for the residents of the OCSD.

This Agreement will provide for the award by County to OCSD of educational access funds received by County from cable franchisees as a pass-through from cable television subscribers in an amount approved through the Clackamas County budget process to be used by OCSD for the purpose of procuring equipment/facilities for production and cablecasting of the OCSD educational access television channel. These funds are subject to County receiving PEG funding from the cable franchise agreements and if County does not receive sufficient PEG funds to pay OCSD's annual budgeted request, OCSD shall be promptly notified that the funds may be reduced or eliminated in accordance with available funding.

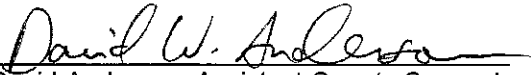
County will disburse PEG funding to OCSD upon submittal of equipment/facility invoices, including prices, for approval to County. OCSD will obtain price quotes using purchasing methods in compliance with Oregon law. This agreement will become effective when it is signed by both parties and may be amended at any time with the concurrence of both parties.

County Counsel has prepared an agreement between Clackamas County and OCSD, which has been signed by Oregon City School District Business Manager, Wes Rogers. As PEG funds are dedicated to Access Centers and Institutional Network costs as a pass-through from cable subscribers by the cable providers, there is no cost to the County General Fund.

RECOMMENDATION:

The staff respectfully recommends that the Board approve the Agreement between OCSD and County to provide Educational Access funding as budgeted in the County budget process for capital equipment and facility purchases by OCSD and used for production or cablecasting of the CCC Educational access television channel(s).

County Counsel has seen and approved the attached Amendment.


David Anderson, Assistant County Counsel

Sincerely,


Debbie McCoy, Manager
Cable Communications

**AGREEMENT BETWEEN
CLACKAMAS COUNTY
AND
OREGON CITY SCHOOL DISTRICT**

I. Purpose

- A. This Agreement is entered into between Clackamas County ("County"), a political subdivision of the State of Oregon, and Oregon City School District ("OCSD"), a school district formed and existing under the authority of ORS Chapter 332.
- B. This Agreement provides for the reimbursement by County to OCSD of OCSD's annual capital costs for equipment and construction of cable access facilities in an amount approved through the Clackamas County budget process each year (the "Funds"). These reimbursements will assist OCSD with the production and cablecasting of the school's educational access television channel(s) (the "Activity" or "Activities").

II. Responsibilities

- A. Under this agreement the responsibilities of OCSD will be as follows:
 - 1. OCSD will cablecast programs on educational access channel(s), using OCSD's facilities, subject to the usual operating rules of OCSD.
 - 2. The Funds shall be used only for reimbursement of OCSD's capital costs related to OCSD's production and cablecasting on OCSD's educational access channel(s).
 - 3. OCSD shall maintain discrete accounting record of all Activities associated with expenditures for which reimbursement is sought under this Agreement. OCSD shall use and maintain accounting policies, practices, and procedures which are consistent with generally accepted accounting principles, and in accordance with applicable regulations. On request, OCSD will permit the County to inspect its facilities furnished as part of the Activities.
 - 4. OCSD warrants that the Funds shall not be used to retire any debt or reimburse any person, entity, or municipality for expenditures not related to nor approved by this Agreement.
 - 5. OCSD shall be responsible for producing, scheduling and administering the school's educational channel(s).
 - 6. OCSD will submit requests for Funds to County, including detailed receipts showing items purchased and prices paid by OCSD.

AGREEMENT BETWEEN CLACKAMAS COUNTY AND OCSD

Page 2

7. OCSD will send all its normal communications to the County cable regulatory office, to consist of:
 - a. Quarterly usage reports showing number of programs broadcast.
 - b. Equipment and usage reports.
 - c. Final approved budget.
 - d. Annual financial report or audit.

- B. Under this agreement the responsibilities of the County will be as follows:
 1. County will approve or disapprove requests for Funds submitted with receipts by OCSD. County will respond within 45 days from its receipt of requests for Funds.

 2. County will reimburse OCSD for capital costs with Funds obtained as PEG funds (Public, Education and Government funds) from County's agreements with cable television franchisees annually, subject to County's approval of each request for reimbursement by OCSD.

 3. The availability of Funds for reimbursement paid under this agreement is subject to the County receiving PEG funding from the cable franchise agreements. If the County does not receive sufficient PEG funds to pay OCSD's request, OCSD shall be promptly notified and the Funds may be reduced or eliminated in accordance with funds available.

 4. The County may require OCSD to take corrective action to remedy problems with the implementation, evaluation, reporting, or administration of the Activity, so that OCSD meets compliance standards. OCSD will submit documentation that satisfactory correction action has been taken in the time frame set forth by the County. County shall give 30 days written notice to correct non-compliance.

III. Liaison

Debbie McCoy will act as liaison from the County. The address and phone number are:
Clackamas County Cable Communications
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5902

Wes Rogers will act as liaison from OCSD. The address and phone number are:
Oregon City School District
P.O. BOX 2110
Oregon City, OR 97045
(503) 785-8424

IV. Other Terms and Conditions

- A. The County and OCSD agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations, including those on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age or disability.
- B. To the extent applicable, the provisions of Oregon public contracting law are incorporated herein by this reference.
- C. Each party is an independent contractor with regard to the other party(s) and agrees that the nonperforming party has no control over the work and manner in which it is performed. No party is an agent or employee of any other.
- D. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each of the parties agrees to hold harmless and indemnify the other, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees. It is agreed between the parties that, as between them, OCSD exercises control over the operations of its public access studio and cablecasting facilities, and will defend and indemnify County under this paragraph for claims arising therefrom.
- E. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- F. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.
- G. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; 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.
- H. Access to Records. The County and its duly authorized representatives shall have access to the books, documents, papers, and records of OCSD which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- I. This Agreement is expressly subject to the debt limitation of Oregon counties, as 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.

V. 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.

VI. Term of Agreement

- A. This Agreement becomes effective when it is signed by both parties.
- B. The initial term of this Agreement extends to June 30, 2014.
- C. This agreement will be automatically renewed for successive terms of one year on each July 1, unless terminated as provided in this agreement.

VII. Termination of Agreement

- A. The previous agreement between the parties regarding cable television access funding is hereby rescinded.
- B. This Agreement may be suspended or terminated prior to the expiration of any term by:
 - 1. Written notice provided, with or without cause, by either party at least 30 days prior to the date of termination, or;
 - 2. Written notice, in the case of a default under the terms of this agreement, giving at least 21 days notice of the alleged default, with opportunity to cure within the 21 day period, or;
 - 3. Mutual agreement by the County and OCSD, or;
 - 4. Written notice provided by the County if insufficient PEG funds are available, or if there has been a change in federal, state or local laws or regulations so that the activity funded by this agreement is no longer eligible for funding. Termination under this paragraph is effective immediately.

AGREEMENT BETWEEN CLACKAMAS COUNTY AND OCSD

Page 5

- C. Termination of this Agreement does not terminate obligations of OCSD that accrued before termination, including but not limited to the obligation to allow audit or inspection.

All the aforesaid is hereby agreed upon by the parties and executed by their duly authorized signatures below.

CLACKAMAS COUNTY

OREGON CITY SCHOOL DISTRICT

Chair
Board of County Commissioners

Wes Rogers

Wes Rogers
Oregon City School District

Recording Secretary

Date

09/14/2013

Date

Approved as to Form:

David W. Anderson

County Counsel



Debbie McCoy
Manager

CABLE COMMUNICATIONS
PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

August 22, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Agreement Between Clackamas County and North Clackamas School District (Sabin Schellenberg Center) for Educational Access Funds

Purpose/Outcome	To fund Access Center with dedicated funds.
Dollar Amount and Fiscal Impact	There is no financial impact on the general fund.
Funding Source	Dedicated Public, Government and Educational (PEG) funds.
Safety Impact	None
Duration	Effective the date signed by the Board of County Commissioners, and renews yearly unless terminated by either party.
Previous Board Action/Review	Prior agreement between the parties was executed by the Board of Commissioners on April 23, 2009.
Contact Person	Debbie McCoy, Cable Franchise & Operations Manager 503-742-5903

BACKGROUND:

North Clackamas School District, acting on behalf of the Sabin Schellenberg Center (NCSD), a school district formed and existing under the authority of ORS Chapter 332, is a provider of an educational access channel(s) in Clackamas County (County). County receives funding for Public, Educational, and Government (PEG) Access programming through many of the franchise agreements with cable providers in unincorporated County. These funds are dedicated for use by Public, Educational and Government agencies for capital equipment and facilities. NCSD has an educational access channel that is designated for educational access programming and is broadcast throughout the North Clackamas School District. NCSD provides local programming of school events, information, school board meetings, and educational activities of general interest for the North Clackamas School District.

This Agreement will provide for the award by County to NCSD of PEG funds received by County from cable franchisees as a pass-through from cable television subscribers in an amount approved through the Clackamas County annual budget process to be used by NCSD for the purpose of procuring equipment/facilities for production and cablecasting of the NCSD educational access television channel. These funds are subject to County receiving PEG funding from the cable franchise agreements and if County does not receive sufficient PEG funds to pay NCSD's annual budgeted request, NCSD shall be promptly notified that the funds may be reduced or eliminated in accordance with available funding.

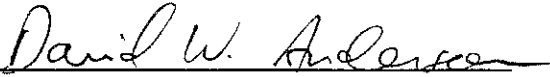
County will disburse PEG funding to NCSD upon submittal of equipment/facility invoices, including prices, for approval to County. NCSD will obtain price quotes using purchasing methods in compliance with Oregon law. This agreement will become effective when it is signed by both parties and may be amended at any time with the concurrence of both parties.

County Counsel has prepared an agreement between Clackamas County and NCSD, which has been signed by NCSD. As PEG funds are dedicated to Access Centers and Institutional Network costs as a pass-through from cable subscribers by the cable providers, there is no cost to the County General Fund.

RECOMMENDATION:

The staff respectfully recommends that the Board approve the Agreement between NCSD and County to provide Educational Access funding as budgeted in the County budget process for capital equipment and facility purchases by NCSD and used for production or cablecasting of the NCSD educational access television channel(s).

County Counsel has seen and approved the attached Amendment.


David Anderson, Assistant County Counsel

Sincerely,


Debbie McCoy, Manager
Cable Communications

**AGREEMENT BETWEEN
CLACKAMAS COUNTY
AND
NORTH CLACKAMAS SCHOOL DISTRICT
(SABIN SCHELLENBERG CENTER)**

I. Purpose

- A. This Agreement is entered into between Clackamas County ("County"), a political subdivision of the State of Oregon, and North Clackamas School District acting on behalf of the Sabin Schellenberg Center ("NCSD"), a school district formed and existing under the authority of ORS Chapter 332.
- B. This Agreement provides for the reimbursement by County to NCSD of NCSD's annual capital costs for equipment and construction of cable access facilities in an amount approved through the Clackamas County budget process each year (the "Funds"). These reimbursements will assist NCSD with the production and cablecasting of the school's educational access television channel(s) (the "Activity" or "Activities").

II. Responsibilities

- A. Under this agreement the responsibilities of NCSD will be as follows:
 - 1. NCSD will cablecast programs on educational access channel(s), using NCSD's facilities, subject to the usual operating rules of NCSD.
 - 2. The Funds shall be used only for reimbursement of NCSD's capital costs related to NCSD's production and cablecasting on NCSD's educational access channel(s).
 - 3. NCSD shall maintain discrete accounting record of all Activities associated with expenditures for which reimbursement is sought under this Agreement. NCSD shall use and maintain accounting policies, practices, and procedures which are consistent with generally accepted accounting principles, and in accordance with applicable regulations. On request, NCSD will permit the County to inspect its facilities furnished as part of the Activities.
 - 4. NCSD warrants that the Funds shall not be used to retire any debt or reimburse any person, entity, or municipality for expenditures not related to nor approved by this Agreement.
 - 5. NCSD shall be responsible for producing, scheduling and administering the school's educational channel(s).
 - 6. NCSD will submit requests for Funds to County, including detailed receipts showing items purchased and prices paid by NCSD.

AGREEMENT BETWEEN CLACKAMAS COUNTY AND NCSD

Page 2

7. NCSD will send all its normal communications to the County cable regulatory office, to consist of:
 - a. Quarterly usage reports showing number of programs broadcast.
 - b. Equipment and usage reports.
 - c. Final approved budget.
 - d. Annual financial report or audit.

B. Under this agreement the responsibilities of the County will be as follows:

1. County will approve or disapprove requests for Funds submitted with receipts by NCSD. County will respond within 45 days from its receipt of requests for Funds.
2. County will reimburse NCSD for capital costs with Funds obtained as PEG funds (Public, Education and Government funds) from County's agreements with cable television franchisees annually, subject to County's approval of each request for reimbursement by NCSD.
3. The availability of Funds for reimbursement paid under this agreement is subject to the County receiving PEG funding from the cable franchise agreements. If the County does not receive sufficient PEG funds to pay NCSD's request, NCSD shall be promptly notified and the Funds may be reduced or eliminated in accordance with funds available.
4. The County may require NCSD to take corrective action to remedy problems with the implementation, evaluation, reporting, or administration of the Activity, so that NCSD meets compliance standards. NCSD will submit documentation that satisfactory correction action has been taken in the time frame set forth by the County. County shall give 30 days written notice to correct non-compliance.

III. Liaison

Debbie McCoy will act as liaison from the County. The address and phone number are:
Clackamas County Cable Communications
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5902

Deborah Barnes will act as liaison from NCSD. The address and phone number are:
Sabin-Schellenberg Skill Center
North Clackamas School District #12
14450 Se Johnson Road
Milwaukie, OR 97267
(503) 353-5909

IV. Other Terms and Conditions

- A. The County and NCSD agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations, including those on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age or disability.
- B. To the extent applicable, the provisions of Oregon public contracting law are incorporated herein by this reference.
- C. Each party is an independent contractor with regard to the other party(s) and agrees that the nonperforming party has no control over the work and manner in which it is performed. No party is an agent or employee of any other.
- D. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each of the parties agrees to hold harmless and indemnify the other, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees. It is agreed between the parties that, as between them, NCSD exercises control over the operations of its public access studio and cablecasting facilities, and will defend and indemnify County under this paragraph for claims arising therefrom.
- E. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- F. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.
- G. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; 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.
- H. Access to Records. The County and its duly authorized representatives shall have access to the books, documents, papers, and records of NCSD which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- I. This Agreement is expressly subject to the debt limitation of Oregon counties, as 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.

- J. This contract supersedes and cancels any prior contracts and/or agreements between the parties hereto for similar services.

V. 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.

VI. Term of Agreement

- A. This Agreement becomes effective when it is signed by both parties.
- B. The initial term of this Agreement extends to June 30, 2014.
- C. This agreement will be automatically renewed for successive terms of one year on each July 1, unless terminated as provided in this agreement.

VII. Termination of Agreement

- A. The previous agreement between the parties regarding cable television access funding is hereby rescinded.
- B. This Agreement may be suspended or terminated prior to the expiration of any term by:
 - 1. Written notice provided, with or without cause, by either party at least 30 days prior to the date of termination, or;
 - 2. Written notice, in the case of a default under the terms of this agreement, giving at least 21 days notice of the alleged default, with opportunity to cure within the 21 day period, or;
 - 3. Mutual agreement by the County and NCSD, or;
 - 4. Written notice provided by the County if insufficient PEG funds are available, or if there has been a change in federal, state or local laws or regulations so that the activity funded by this agreement is no longer eligible for funding. Termination under this paragraph is effective immediately.

AGREEMENT BETWEEN CLACKAMAS COUNTY AND NCSD

Page 5

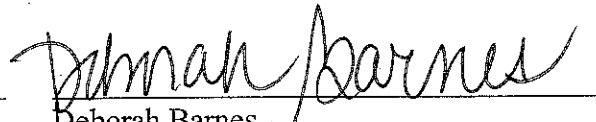
- C. Termination of this Agreement does not terminate obligations of NCSD that accrued before termination, including but not limited to the obligation to allow audit or inspection.

All the aforesaid is hereby agreed upon by the parties and executed by their duly authorized signatures below.

CLACKAMAS COUNTY

**NORTH CLACKAMAS
SCHOOL DISTRICT**

Chair
Board of County Commissioners



Deborah Barnes
North Clackamas School District

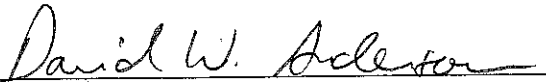
Recording Secretary

Date

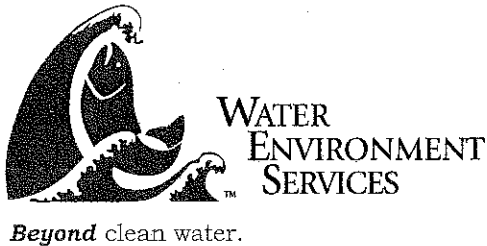
8-13-13

Date

Approved as to Form:



County Counsel



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

August 22, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement between Clackamas County Service District No. 1 and Clackamas County Department of Transportation and Development, for the Clackamas Industrial Area Drainageway Improvements

Purpose/Outcomes	Approval of an Agreement to transfer funds to Clackamas County Department of Transportation and Development to assist in the funding of the water quality aspects of the Industrial Area Drainageway Improvement Project.
Dollar Amount and Fiscal Impact	CCSD#1 will contribute an amount not to exceed \$40,000.00.
Funding Source	CCSD#1 FY2013-14 budget - no County General Funds are involved.
Duration	Effective upon board approval and terminates at the end of this fiscal year, June 30, 2014.
WES Contact Person	Don Kemp, Development Supervisor – 503-742-4577
DTD Contact Person	Terry Mungenast, Project Manager – 503-742-4656
Contract No.	N/A

BACKGROUND:

Through interdepartmental discussion, Clackamas County Department of Transportation (DTD) and Water Environment Services (WES) identified an opportunity to partner on a project that will improve the conveyance and water quality of the stormwater runoff from the Clackamas Industrial Area (also referred to as the KEX Tower site).

In 2011, DTD identified the need to reconstruct approximately 1,725-foot of a drainageway in an area referred to as the KEX Tower site (the "Project"), which serves as the primary storm drainage outfall for the northern portion of the Clackamas Industrial Area and adjacent portions of Mount Talbert. Since then, DTD and WES have been discussing the conveyance and water quality aspects of this Project.

DTD agreed to manage the Project, which is currently under construction. As part of the approved 2013-2014 budget, Clackamas County Service District No.1 (CCSD#1) allocated \$40,000.00 to contribute towards the water quality treatment aspects of this Project. CCSD#1 and DTD developed the attached agreement to reflect their discussion and, upon board approval and completion of the project, CCSD#1 will transfer \$40,000.00 to DTD in accordance with the terms of the agreement.

RECOMMENDATION:

Staff recommends the Board:

1. Approve the attached agreement between Clackamas County Service District No.1 and Clackamas County regarding the Clackamas Industrial Drainageway Improvements; and
2. Authorize the respective directors of DTD and CCSD#1 to execute the agreement.

Respectfully submitted,



Michael S. Kuenzi
Director

AGREEMENT
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND
CLACKAMAS COUNTY
FOR
CLACKAMAS INDUSTRIAL AREA DRAINAGEWAY IMPROVEMENTS

THIS AGREEMENT (the "Agreement") is entered into and between Clackamas County (hereafter called "COUNTY"), an instrumentality of the State of Oregon, acting by and through its Department of Transportation and Development ("DTD"), and Clackamas County Service District No. 1 ("DISTRICT"), a county service district formed pursuant to ORS Chapter 451.

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, DISTRICT entered into a master Intergovernmental Agreement with the COUNTY dated June 5, 2003 (hereafter called the "IGA") for the shared provision of services;

WHEREAS, in Section 5, paragraph P, of the IGA, the COUNTY agrees to provide additional services to the DISTRICT on an as needed basis;

WHEREAS, DTD desires to improve the conveyance of the storm drainage system for the Clackamas Industrial Area, which includes reconstruction and replanting of approximately 1,725-foot of channel (hereafter called "PROJECT");

WHEREAS, DISTRICT has a stormwater management program to improve water quality; and

WHEREAS, it is in the best interest for DTD and DISTRICT to jointly work together to provide coordination and construction of the PROJECT utilizing established efficiencies and economies.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon completion and acceptance of the stormwater improvements that are to be constructed as a part of the PROJECT.
2. **Obligation of Department of Transportation and Development.**
 - A. DTD agrees to oversee the administration of PROJECT and manage the reconstruction of the drainageway improvements to the stormwater conveyance system, described in more detail in Exhibit A, attached hereto and incorporated by reference.
 - B. Upon final completion of the PROJECT, DTD shall submit a final invoice for reimbursement of a portion of the PROJECT construction cost to the DISTRICT not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00).
3. **Obligation of the DISTRICT.**
 - A. Upon receipt of the written invoice for reimbursement of a portion of the PROJECT construction cost in 2B, DISTRICT agrees to reimburse DTD within sixty (60) days.

4. **Work Plan and Scheduling of Work.**

- A. DTD will manage the PROJECT and intends to complete construction of the PROJECT by October 1, 2013. DISTRICT acknowledges that said schedule is dependent on many conditions and may be subject to change. DTD will provide prompt notice to DISTRICT of any anticipated delays in the schedule. DISTRICT agrees to not unreasonably withhold consent to extensions in the schedule.
- B. Nothing herein shall prevent the parties from meeting to mutually to discuss the PROJECT. Each party shall use best efforts to coordinate with the other to minimize conflicts. No adjustment shall be made which obligates the DISTRICT to fund the PROJECT in excess of \$40,000.00.
- C. In the event either party changes plans or specifications, approves change orders or extends unit prices that affect PROJECT costs following the execution of the construction contract, the party requesting the change maybe held financially responsible for any additional direct or indirect costs associated with the change. Notwithstanding the foregoing, DTD shall be liable for the additional PROJECT costs if changes in plans or specifications are made due to an act of God or other circumstances beyond the reasonable control of DTD.

5. **Early Termination of Agreement**

- A. The DISTRICT and DTD, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the DISTRICT or DTD may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.

6. **Indemnification.** DTD agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of DTD or DTD's officers, owners, employees, agents, or its subcontractors or anyone over which DTD has a right to control.

7. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

8. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

9. **Integration.** This Agreement contains the entire agreement between the DISTRICT and DTD and supersedes all prior written or oral discussions or agreements.

10. **Amendments.** The DISTRICT and DTD may amend this Agreement at any time only by written amendment executed by the DISTRICT and DTD.

11. **Waiver.** The DISTRICT and DTD shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County Department of
Transportation and Development**

Clackamas County Service District No. 1

Barbara Cartmill, Interim Director

Michael Kuenzi, Director

Date

Date

KEX DRAINAGE IMPROVEMENTS

CLACKAMAS COUNTY, OREGON

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO CLACKAMAS COUNTY STANDARDS AND ALL OTHER STANDARD SPECIFICATIONS FOR CONSTRUCTION, SUCH AS APPROVED BY THE LOCAL AGENCIES.
2. THIS PROJECT HAS BEEN APPROVED BY THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CHANGES TO THE PROJECT PRIOR TO ANY WORK BEING PERFORMED.
3. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AS SHOWN ON THE DRAWINGS. ANY CHANGES TO THE UTILITIES SHALL BE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPE PLANTS AS SHOWN ON THE DRAWINGS.
4. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING EROSION CONTROL MEASURES AS SHOWN ON THE DRAWINGS. ANY CHANGES TO THE EROSION CONTROL MEASURES SHALL BE APPROVED BY THE ENGINEER.
5. AT THE END OF EACH WORK DAY, THE CONTRACTOR SHALL CLEAN UP THE PROJECT AREA AND MAKE IT AS NEARLY AS GOOD AS ORIGINAL. ALL DEBRIS SHALL BE REMOVED FROM THE PROJECT AREA AND PLACED IN AN APPROPRIATE LOCATION.
6. NIGHT-OR-NAY INCIDENTS ARE OF THE ENGINEER. THESE INCIDENTS INCLUDE TRAFFIC CONTROL, CONSTRUCTION SAFETY, AND OTHER MATTERS. THE CONTRACTOR SHALL OBTAIN A COPY OF THIS INFORMATION FROM THE ENGINEER PRIOR TO THE START OF WORK.

VERTICAL DATUM

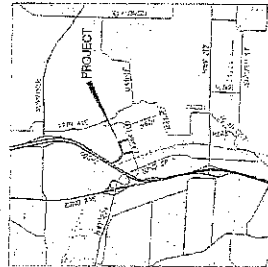
ELEVATION DATA HAS BEEN OBTAINED AND PROVIDED BY CLACKAMAS COUNTY DEPARTMENT OF INFORMATION FOR PHASE 1 OF THE LAURELWOOD HIGHWAY TO HOVING THE CONSTRUCTION COUNTY PROJECT NO. 22.

BASIS OF BEARINGS STATEMENT

THIS STATEMENT IS THE PROPERTY OF THE ENGINEER. IT IS THE RESPONSIBILITY OF THE ENGINEER TO OBTAIN THE NECESSARY INFORMATION FOR PHASE 1 OF THE LAURELWOOD HIGHWAY TO HOVING THE CONSTRUCTION COUNTY PROJECT NO. 22. THE ENGINEER SHALL OBTAIN A COPY OF THIS INFORMATION FROM THE ENGINEER PRIOR TO THE START OF WORK.

REGULATED WORK AREAS

THESE REGULATED WORK AREAS REQUIRE WORK WITHIN REGULATED WORK AREAS. ALL WORK MUST BE COMPLETED DURING THE REGULATED WORK PERIOD OF 5:00 AM TO 5:00 PM.



SITE MAP

SHEET INDEX

- 1.0 COVER SHEET (1.0)
- 2.0 DETAILS (2.0 & 2.1)
- 3.0 GRADING AND TEMPORARY EROSION CONTROL PLANS (3.0 THRU 3.6)
- 4.0 DITCH PLANS & PROFILES (4.0 THRU 4.4)
- 5.0 LANDSCAPE PLANS (5.0 THRU 5.9)
- 6.0 DITCH CROSS SECTIONS (6.0 THRU 6.5)

ISSUED FOR CONSTRUCTION
THIS IS A COMPLETE SET OF CONSTRUCTION PLANS. ALL SHEETS THAT WERE MODIFIED THROUGH MODIFICATION ORDERS HAVE BEEN UPDATED AND INCORPORATED INTO THIS SET.

HALF-SIZE REDUCTIONS
OWNERS SHALL VERIFY THAT ALL REDUCTIONS ARE FOR HALF-SIZE REDUCTIONS UNLESS NOTED OTHERWISE.

BID SET

COVER SHEET
KEX DRAINAGE IMPROVEMENTS
CLACKAMAS COUNTY, OREGON

Harper
Hart Peterson
Richtel's Inc.



DATE	REVISIONS

SHEET NO. 1.0
DATE 10/20/22
SCALE AS SHOWN
PROJECT NO. 22