



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 20, 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to the Intergovernmental Agreement
with City of Milwaukie for work related to the Monroe Street Design Plan**

Purpose/ Outcomes	This IGA amendment corrects the amount of costs associated with the survey work requested which are the responsibility of the City of Milwaukie.
Dollar Amount and Fiscal Impact	None
Funding Source	City of Milwaukie and Clackamas County Development Agency
Duration	Effective upon signature
Previous Board Action	This amendment updates the IGA that was fully executed March 22, 2018.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities.
Contact Person	Karen Buehrig, DTD Transportation Planning Supervisor – 503-742-4683

BACKGROUND:

This Amendment is necessary because the city increased the amount of survey work parameters, after the scope of survey work was developed, which caused an increase in costs to the project. The City and County now desire to clarify the city's responsibility for the increased costs associated with the additional survey work through this amendment.

This IGA Amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and sign Amendment No 1 to the Intergovernmental Agreement (IGA) with the City of Milwaukie related to the Monroe Street Design Plan.

Respectfully submitted,

Karen Buehrig, Transportation Planning Supervisor
Department of Transportation and Development

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
Between
CLACKAMAS COUNTY and CITY OF MILWAUKIE
Related to
THE MONROE STREET DESIGN PLAN

This is an amendment to the Intergovernmental Agreement (the “Amendment”) between the City of Milwaukie (“City”) and Clackamas County (“County”).

RECITALS

This Amendment is made and entered into by the City and the County as an amendment to the Intergovernmental Agreement between the parties, which was fully executed on March 22, 2018, and relates to the Monroe Street Design Plan (the “Agreement”).

During the course of the Project, the City increased the amount of survey work it wanted completed in connection with the Project. The City and County now desire to clarify the City’s responsibility for the increased costs associated with the additional survey work.

AGREEMENT

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendments to Agreement.**

The following RECITALS in the Agreement shall be deleted in their entirety:

WHEREAS, the City shall be responsible for eleven percent (11%) of the costs associated with the Survey Work identified in Exhibit B, and its contribution shall not exceed \$7,377.00; and

WHEREAS, the County shall be responsible for eighty-nine percent (89%) of the costs associated with the Survey Work identified in Exhibit B, and its contribution shall not exceed \$59,683.00.

The deleted RECITALS shall be replaced with the following:

WHEREAS, the City shall be responsible for fifteen percent (15%) of the costs associated with the Survey Work identified in Exhibit B, and its contribution shall not exceed \$10,060.00; and

WHEREAS, the County shall be responsible for eighty-five percent (85%) of the costs associated with the Survey Work identified in Exhibit B, and its contribution shall not exceed \$57,000.00.

Section 2.D of the Agreement shall be deleted in its entirety and replaced with the following:

The County shall submit an invoice to the City for reimbursement of costs billed to the Project within thirty (30) days from the date the Survey Work is complete. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the County by the City under this Agreement shall not exceed \$10,060.00 without prior written amendment of this Agreement executed by the County and the City.

The County shall submit its invoice(s) to the City at the following address:

City of Milwaukie
 Attention: Finance
 6101 SE Johnson Creek Blvd.
 Milwaukee, OR 97206

A copy of County invoices may be emailed to: finance@milwaukieoregon.gov

Section 3.C of the Agreement shall be deleted in its entirety and replaced with the following:

The City shall reimburse the County for fifteen percent (15%) of the costs associated with the Survey Work, which have been incurred by the County. The City shall issue payment to the County for approved costs within 30 days of receipt of invoices submitted by the County. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the County by the City under this Agreement shall not exceed \$10,060.00 without prior written amendment of this Agreement executed by the County and the City.

The following portion of Exhibit B to the Agreement shall be deleted in its entirety:

Task	Estimated Cost	Assumptions/Comments
ROW Survey	\$67,060.00	Surveying includes work Identified in above Scope of Work
Less County Share	\$59,683.00	
Subtotal	\$7,377.00	Total City Cost

The deleted portion of Exhibit B to the Agreement shall be replaced with the following:

Task	Estimated Cost	Assumptions/Comments
ROW Survey	\$67,060.00	Surveying includes work Identified in above Scope of Work
Less County Share	\$57,000.00	
Subtotal	\$10,060.00	Total City Cost

- 3. Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The City and County certify that the representations, warranties, and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The Parties, by execution of this Amendment, hereby acknowledge that their signing representatives have read this Amendment, understand it, and agree to be bound by its terms and conditions.

In witness hereof, the parties have executed this Amendment by the date set forth opposite their names below.

City of Milwaukie

Mark Gamba, Mayor

Date: _____

Recording Secretary

**Clackamas County
Board of County Commissioners**

Name:

Date: _____

Title: Chair of the Board of County Commissioners

Recording Secretary



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
205 I KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Authorization to Purchase 1 Tymco 500X High Dump Sweeper from
Tymco Inc, delivered by Pac West Machinery
for the Department of Transportation and Development**

Purpose / Outcome	Approval to purchase Qty. 1 Tymco 500X High Dump Sweeper for the Clackamas County Department of Transportation and Development
Dollar Amount and Fiscal Impact	\$298,205.00
Funding Source	Clackamas County Transportation Maintenance Division 215-7433-00-485520
Duration	June 30, 2019
Previous Board Action/Review	n/a
Strategic Plan Alignment	Improved efficiency as this will provide dumping into trucks and drop boxes, eliminating having to drive to dump sites.
Contact Person	Randall Harmon, Transportation Operations Manager, 503-650-3246 Russ Weber, Equipment Maintenance Coordinator, 503-722-6324

Background:

The Clackamas County Department of Transportation and Development has requested that Clackamas County Procurement purchase one (1) Tymco 500X High Dump Sweeper from Tymco, Inc to be delivered by Pac West Machinery.

This Sweeper will be assigned to the Department of Transportation and Development.

Procurement Process:

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0440, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #122017-TYM with Sourcewell (formerly NJPA) through Tymco, Inc. A notice of intent to purchase the one (1) Tymco 500X High Dump Sweeper was issued on December 3, 2018. No comments were received by the time of closing on December 10, 2018.

Recommendation:

Staff recommends the Board of County Commissioners approve this purchase.

Sincerely
Jan O’Gara
Clackamas County Procurement

Placed on the Board Agenda of _____ by the Procurement Division.

Board Signature: _____