

AGENDA

Thursday, March 10, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-26

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

II. PUBLIC HEARING *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or 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. First Reading of Ordinance No. _____ Amending Chapter 6.06, Parks Rules of the Clackamas County Code (Rick Gruen, Business and Community Services)

III. 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 Work Sessions. 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

1. Approval of an Intergovernmental Agreement with the City of Milwaukie and the Housing and Community Development Division for the ADA Ramps and Safety Crosswalk Improvements Project – *Housing & Community Development*
2. Approval of an Intergovernmental Agreement with Clackamas County Service District No. 1, Clackamas County Development Agency and Housing and Community Development for the Sewer Hook-Up Grant Program – *Housing & Community Development*

B. Department of Transportation & Development

1. Approval of an Agreement of Understanding with Oregon Department of Transportation, the City of Newberg, the City of Wilsonville, Yamhill County, and Ladd Hill Neighborhood Association for the Newberg-Dundee Bypass Phase 1/OR 219/Wilsonville Road Project

C. Business & Community Services

1. Approval of a Purchase and Sale Agreement with Western Rivers Conservancy for the Conveyance of Real Property as Part of the Sandy Ridge Trail System

IV. COUNTY ADMINISTRATOR UPDATE

V. 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html



Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building
150 Beavercreek Road Oregon City, OR 97045

March 10, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

First Reading of an Ordinance Amending Chapter 6.06, Park Rules, of
the Clackamas County Code

Purpose/Outcomes	Minor revisions to Code language to improve the customer experience
Dollar Amount and Fiscal Impact	n/a
Funding Source	n/a
Duration	In effect until further amended or repealed.
Previous Board Action	Parks Advisory Board recommended the changes at its February 16, 2016 meeting.
Strategic Plan Alignment	n/a
Contact Person	Rick Gruen, Manager County Parks
Contract No.	503-742-4345

BACKGROUND:

The Parks Advisory Board met on February 16, 2016 and reviewed proposed minor revisions to Chapter 6.06, Park Rules, of the Clackamas County Code. These revisions will provide greater clarity to park users regarding camp site designations and the reservation process. The changes were approved by the Parks Advisory Board and are now in front of the Board of County Commissioners for review and approval.

RECOMMENDATION:

Approve the proposed amendments to Chapter 6.06, Park Rules, of the Clackamas County Code by having a first reading of the ordinance. Schedule the second reading of the ordinance for March 24, 2016.

Respectfully submitted,

Gary Barth, Director
Business and Community Services

ORDINANCE NO. _____

An Ordinance Amending Chapter 6.06 Park Rules of the Clackamas County Code

WHEREAS, the Board finds that clarification to certain provisions of Chapter 6.06, Park Rules, would align park reservation procedures with the rules; and

WHEREAS, the Clackamas County Parks Advisory Board met on February 16, 2016 and tentatively approved the changes; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Subsection 6.06.020(A) of the Clackamas County Code is hereby amended to read as follows:

6.06.020 Definitions

A. APPROVED CAMPING SHELTER means ground tents, motorhomes, travel trailers, vans and camper units designed specifically for overnight, outdoor camping, such as Class A, B or C vehicles, towables, and truck campers.

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Section 2: Subsection 6.06.030(Q) of the Clackamas County Code is hereby amended to read as follows:

6.06.030 Opening, Closing, Entry Into Parks

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Q. ~~Unless a campsite is designated RV only, the site may be accommodated with any approved camping shelter.~~ Campsites may be accommodated with any approved camping shelter except in those areas that have a specific designated usage, i.e., RV only, ground tent only.

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Section 3: Section 6.06.040 of the Clackamas County Code is hereby amended to read as follows:

6.06.040 Reservations And Check In/Out Times

A. ~~Online R~~eservations for camping, ~~and picnicking sheltered and picnic areas~~ must be made a minimum of 3 days in advance. The Division reserves the right

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to cancel any reservation, ~~without notification~~, that has not been paid as per contract.

- B. ~~Reservations for picnic shelters and areas may be made if the required fees are paid to the Division within 14 days after the date the reservation is made or 14 days prior to the arrival date, whichever comes first.~~ Cancellations must be made at least two (2) weeks prior to the reserved date in order for the ~~deposit-site costs~~ to be refunded ~~(reservation fees are non-refundable)~~.
- C. ~~Reservations for campsites may be made if the required fees are paid to the Division within 14 days after the date the reservation is made or 14 days prior to the arrival date, whichever comes first.~~ Cancellations or reductions in the number of reserved campsites must be made at least two (2) weeks prior to the reserved date in order for the ~~deposit-site costs~~ to be refunded ~~(reservation fees are non-refundable)~~.
- D. Check-in time for all overnight camping sites is established at 3:00 p.m. and check-out time is established at 1:00 p.m. the following day. Campsites not vacated by 1:00 p.m. shall be subject to charge of fees for an additional night, if the campsite is available and not reserved for that time period.
- E. If a campsite has been reserved for use by another party for that night, and the campsite has not been vacated by the non-reserved party by check-out time:
1. The non-reserved party shall vacate the site immediately or be subject to eviction;
 2. The non-reserved party shall be subject to exclusion from Clackamas County parks pursuant to this chapter;
 3. Any vehicle occupying the campsite after check-out time other than a vehicle of the reserved party is parked in violation of this chapter, and may be immediately towed away without prior notice at the owner's expense under the provisions of the Clackamas County Vehicle Parking and Towing Chapter; and
 4. Park employees may remove any personal property remaining on the campsite other than property of the reserved party.
- F. Individual campers or small groups reserving ADA accessible sites must provide documentation upon making the reservation or the reservation may be forfeited.
Note: Large group reservations of all campsites in a campground loop or park are excluded from this rule.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.14; amended by Ord. 04-2013, 8/22/13; amended by Ord. 02-2014, 5/22/14]

ADOPTED this _____ day of March, 2016

Ordinance No. _____ page 2

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BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

March 10, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Milwaukie and the
Housing and Community Development Division for the
ADA Ramps and Safety Crosswalk Improvements Project

Purpose/ Outcome	The Agreement will allow for the Housing and Community Development Division to work with the City of Milwaukie to construct an estimated 35 ADA ramps in various low to moderate income neighborhood as well as install a safety crosswalk along S.E. Washington Street adjacent to the North side of Milwaukie High School for safe pedestrian access to the campus.
Dollar Amount and Fiscal Impact	Community Development Block Grant Funds in the amount of \$150,000. The City of Milwaukie will provide an estimated \$30,000 dollars for the project. No County General Funds will be used for this project.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
Duration	April to July 2016
Previous Board Action/ Review	CDBG Action Plan approved April 30, 2015
Strategic Plan Alignment	Provide sustainable and affordable housing. Ensure safe, healthy and sure communities.
Contact Person	Steve Kelly – Housing and Community Development: 503-650-5665
Contract No.	H3S 7586

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with the City of Milwaukie for the ADA Ramps and Safety Crosswalk Improvements Project. The agreement determines the roles of Milwaukie and the County regarding contract administration, project management, and engineering duties during project construction. These improvements will assist low to moderate income areas of Milwaukie.

The Agreement was reviewed and approved by County Counsel on December 7, 2015.

RECOMMENDATION:

We recommend the approval of this agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing Human Services

Healthy Families. Strong Communities.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

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

AND

THE CITY OF MILWAUKIE

I. Purpose

- A. This Intergovernmental Agreement (this “Agreement”) is entered into between Clackamas County, acting by and through its Housing and 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 design and construction of a new pedestrian crosswalk at 25th Avenue and creates bulb-out extensions to calm traffic, provide new signage, new lighting to raise awareness of pedestrians. This Agreement further provides for demolition of existing curbs and sidewalks, grading for new construction of an estimated 35 new ADA Ramps in designated intersections selected by CITY Public Works. 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 made up of two components. First component being the Crosswalk on the North side of Milwaukie High School on Washington near 25th. Second component is 35 ADA Ramps to be added in various locations within the City of Milwaukie. The COUNTY reviewed the entire area around Milwaukie High School and determined most adjacent properties are businesses and transit (i.e. Tri-Met Light Rail) Northwest, West and Southwest. Therefore, the COUNTY qualifies this PROJECT eligible for Community Development Block Grant (“CDBG”) funds as a Low-Mod Clientele Benefit Activity because the targeted PROJECT areas are mixed property types (residential, commercial, transit lines) in nature. The COUNTY will review the City’s most current Census Tract and Block Group information, as attached as ATTACHMENT A (1) and ATTACHMENT A (2) and incorporated by reference for the PROJECT Area Maps, provided by the CITY.

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 through the course of the PROJECT. 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”). If assistance is needed for URA guidance, the COUNTY has a Right-Of-Way Acquisition Specialist.
3. The CITY shall provide Engineering services internally or externally for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. The CITY shall assume responsibility for ensuring the following:
 - a. The CITY shall employ a registered professional Engineer (herein after referred to as Engineer) to 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. Any Engineering firm hired to perform these duties may donate staff time as well as donate materials for the PROJECT.
 - b. The CITY shall require any Engineering firm to maintain comprehensive general (including contractual liability) and automobile liability insurance 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 under the following provisions listed in the matrix below.

Minimum Insurance Requirements for Contracts with Government, Architect or Engineer:

Reason for Contract:	Commercial General Liability:	Automobile Liability Commercial:	Professional Liability:
Consulting Services/ Professional	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Design Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Engineers	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Professional Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000

- c. 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 CITY shall require any Engineering firm 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.
- d. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the Engineering firms insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the contract.
- e. The CITY shall require any Engineering firm to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for malpractice

or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

- f. The insurance, other than the professional liability insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance with respect to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.
- g. The CITY shall ensure that the Responsibilities of the Engineer include, but not be 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) 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.
 - (iv) File a post construction document with and acceptable to 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. In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the COUNTY, CITY shall be solely responsible for these modifications.
 5. 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.
 6. The CITY shall complete and submit a Performance Measures Report following completion of the PROJECT, attached as ATTACHMENT A and incorporated by reference.
 7. The CITY shall complete and submit a Matching Funds Report following completion of the PROJECT, attached as ATTACHMENT B and incorporated by reference.
 8. Upon completion of the PROJECT, the CITY agrees to :
 - a. Accept the improvements, pursuant to CITY standards, and take ownership, including responsibility for any claims against the PROJECT from that point forward; and
 - b. Agrees to become the successor of the PROJECT construction contract, pursuant to CITY standards, and assume all of the corresponding rights and responsibilities.
 9. The CITY agrees to maintain ownership of the property for the life of the PROJECT.
- 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. Moreover, the COUNTY will assign a Project Coordinator to perform the following duties:
 - a. Provide PROJECT Manual Documents and Bid the PROJECT;
 - b. Award the PROJECT;
 - c. Hire the lowest responsive/ responsible General Contractor;
 - d. Issue the Notice to Proceed to General Contractor;
 - e. Process Pay Request using CDBG funds and CITY funds;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon as well as review submitted Payroll Forms for the Project;

- g. Collect all HUD required PROJECT Close-Out Documents;
 - h. Release Retainage to Contractor will occur only after the Engineer and the CITY approve and sign-off on PROJECT after the scope of work has been completed; and
 - i. Relinquish ownership of PROJECT to the CITY upon completion and acceptance by CITY.
 - 3. Notify the County Surveyor of the PROJECT and provide CITY, design Engineer, surveyor and contractor contacts as applicable.
 - 4. 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.
 - 5. 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.
 - 6. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT.
- C. The COUNTY and CITY agree to jointly review and approve all design, material selection, and contract documents for the PROJECT.
- D. The COUNTY and CITY agree that in order for this PROJECT to occur, HUD has to release CDBG funds to bid and construct the PROJECT as stated in Section I(B), Purpose.
- E. The COUNTY and CITY agree to work together to schedule the PROJECT start and completion between March 2016 and November 2016.

III. Budget & Financial

- A. The COUNTY will apply CDBG funds received in the amount not to exceed **\$150,000** 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 design and construction cost of the PROJECT, or
 - 2. All costs for design and construction which exceed available CDBG funds budgeted (\$150,000) for the PROJECT.

- C. CITY match credit(s) for this PROJECT must be approved by the COUNTY, and will not be a reimbursable expense. If match credit(s) items are approved by the COUNTY, the COUNTY shall deduct the credit amount from the amount CITY owes to COUNTY pursuant to subsection B above. The CITY will be credited towards the matching requirements in an amount equal to 15% of the final construction cost for Engineering services as detailed in Part II. A. 3. a.
- D. In the event the PROJECT cannot be completed with available funds, the COUNTY and CITY will jointly determine the priorities of the improvements to be made within funding limits.
- E. The CITY agrees to provide funds for the PROJECT to the COUNTY in the following manner:
1. In the event a contractor is entitled to payments for work completed above and beyond the amount of CDBG funds received from HUD for the PROJECT, 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
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(s) shall be funded primarily by the CITY. The COUNTY will provide CDBG funds for change order(s) if there are still those funds available to use as outlined in Section III, A.

IV. **Liaison Responsibility**

The CITY will assign a project manager who 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 limitations of the Oregon Tort Claims Act and the Oregon Constitution, the CITY agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CITY or its employees or agents, in performance of this Agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY agrees to indemnify, defend and hold harmless the CITY, its officers, commissioners, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the COUNTY or its employees or agents, in performance of this Agreement.

- 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 30.272.
- K. Nondiscrimination. The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination on 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 26 CFR Part 1190 or 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 fifteen (15) 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.

VIII. Integration

This Agreement contains the entire agreement between the CITY and the COUNTY and supersedes all prior written or oral discussions.

IX. 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.

X. 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 laws provisions thereof.

XI. Waiver

The CITY and COUNTY 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.

[Signature Page Follows]

CITY OF MILWAUKIE

10722 S.E. Main Street
Milwaukie, Oregon 97222



Mark Gamba, Mayor

2-2-16

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board.

Richard Swift, Director
Health, Housing & Human Services
Department

Date



ATTACHMENT A (1) - CDBG Performance Measures Report

FOR THE PERIOD: JULY 1, 2016 TO JUNE 30, 2017

Project Name: Milwaukie High School Crossing & ADA Ramps Improvements Project

The Service Area for this project is contained within Census Tract XXXXX Block Group X of the City of Milwaukie portion of this Block Group is XX.X% 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: _____

See Attached Project Map Area:

ATTACHMENT A(2)

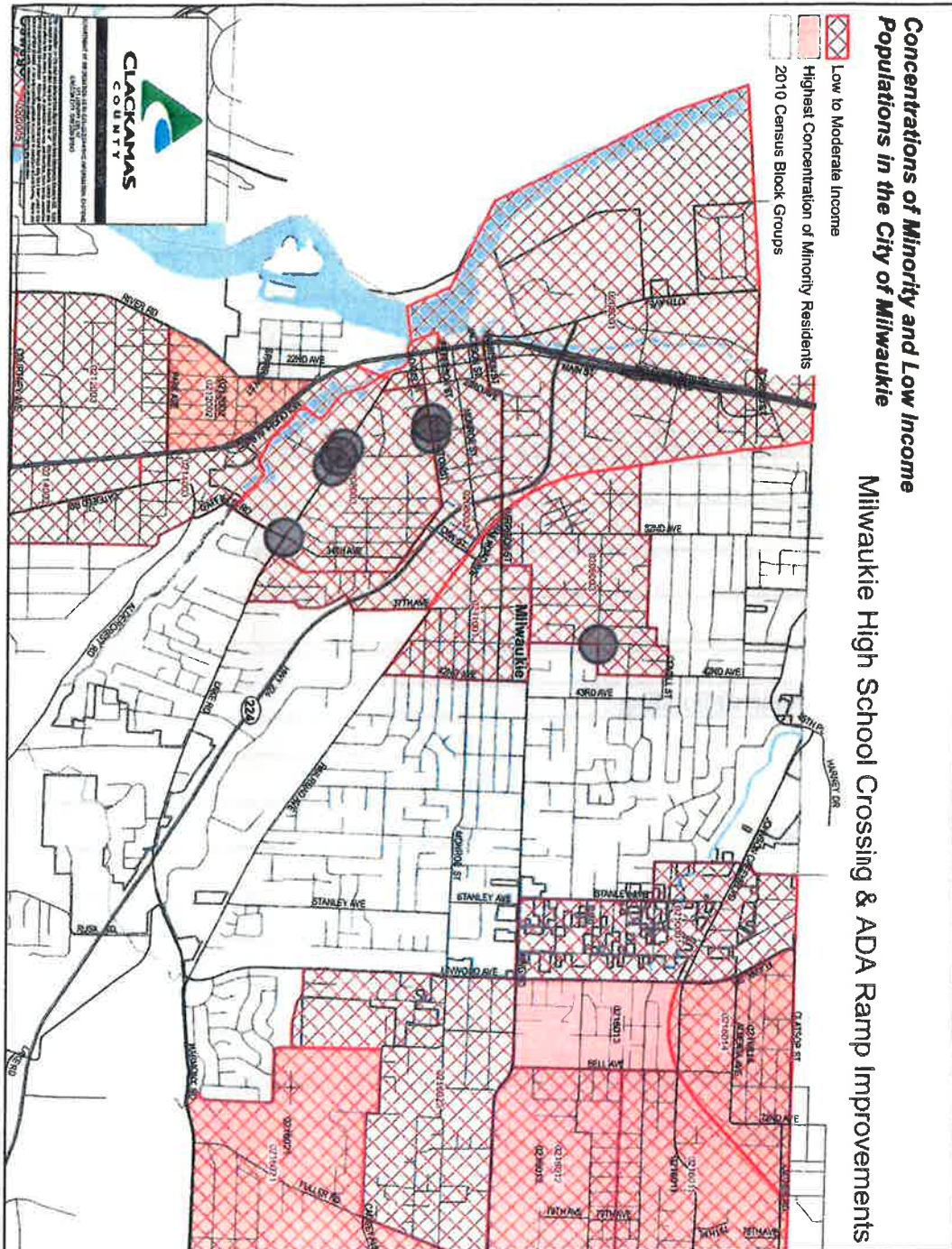
Other benefits to the service area:

Signature

Date

Organization

ATTACHMENT A (2) - Project Map Area



ATTACHMENT B - CDBG Project Matching Funds Report

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the Milwaukie High School Crossing & ADA Ramps Improvements Project (City of Milwaukie):

2015-16 CDBG Funds	\$150,000 (max.)
--------------------	------------------

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.

March 10, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Clackamas County (CC) Service District No.1,
Clackamas County (CC) Development Agency and Housing and Community Development Division
for the Sewer Hook-Up Grant Program

Purpose/ Outcome	The Agreement will allow for the three agencies to combine services to disconnect existing septic systems from an estimated 9 homes in the North Clackamas Revitalization Area, while providing new sewer lines to the public right of way. This is the fourth phase of the Sewer Hook-Up Grant Program. The program will continue to assist low to moderate income homeowners to improve their infrastructure needs of their property.
Dollar Amount and Fiscal Impact	Community Development Block Grant Funds in the amount of \$50,000. The CC Service District No.1 will provide an estimated \$10,000 dollars for the project. All funds are allocated for two fiscal years. No County General Funds will be used for this project.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
Duration	April 2016 to July 2017
Previous Board Action/ Review	CDBG Action Plan approved April 30, 2015
Strategic Plan Alignment	Provide sustainable and affordable housing. Ensure safe, healthy and sure communities.
Contact Person	Steve Kelly – Housing and Community Development: 503-650-5665
Contract No.	H3S 7578

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with CC Development Agency and CC District No. 1 for the Sewer Hook-Up Grant Program. Since 2012 there have been three phases of this program assisting 77 homeowners. The Agreement determines the roles of the three agencies such as contract administration, hiring qualified general contractors, project management as well as working directly with homeowners. The Agreement was reviewed and approved by County Counsel on November 17, 2015.

RECOMMENDATION:

We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing Human Services

Healthy Families. Strong Communities.

INTERGOVERNMENTAL AGREEMENT

Between

**CLACKAMAS COUNTY HEALTH, HOUSING & HUMAN SERVICES DEPARTMENT
HOUSING & COMMUNITY DEVELOPMENT DIVISION,
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

And

CLACKAMAS COUNTY DEVELOPMENT AGENCY

I. PURPOSE

A. This Agreement provides the basis for a cooperative working relationship between the Clackamas County, by and through its Housing & Community Development Division (“HCD”), Clackamas County Service District No. 1, herein referred to as CCSD#1, and Clackamas County by and through its Development Agency (“CCDA”), to utilize available Community Development Block Grant (“CDBG”) and Development Agency funds for a Sewer Hook-Up Grant Program in the North Clackamas Revitalization Area (“NCRA”), herein referred to as the Program. This Program would continue a residential sanitary sewer improvements program in the CCSD#1 service areas of the NCRA. The residential homeowner’s would directly enter into a contract for work with a general contractor, through the HCD Rehab Specialist. The Rehab Specialist would be responsible for ensuring all contractors are qualified via onstruction Contractor’s Board (CCB) Licensing, qualifications, insurances and bonding levels for the work. The Program decommissions cesspools and septic systems and facilitates connections to the new sewer improvements in the Public Right-of-Way. The service area for the Program is limited to the area Map attached as Exhibit C and incorporated by reference.

B. The Program is an eligible housing activity under the CDBG national objective to benefit homeowners that qualify as low-and moderate-income levels. The Program is designed to income qualify each household as provided in a descriptive narrative attached as Exhibit B and incorporated by reference.

II. SCOPE OF WORK AND COOPERATION

A. CCDA Responsibilities:

1. CCDA shall provide all necessary supervisory and administrative support to assist HCD with the completion of the Program.
2. CCDA shall assist the HCD in performing any appropriate community information activities.
3. CCDA shall provide all other necessary information and services under its control.

4. CCDA shall complete and submit the Project Match Funds Report, see Exhibit A. This report will be required for two fiscal years (July 1, 2015 to June 30, 2016 and July 1, 2016 to June 30, 2017).

B. CCSD#1 Responsibilities:

1. CCSD#1 shall provide all necessary supervisory, technical and administrative support to assist HCD with the completion of the Program.
2. CCSD#1 shall assist the HCD in responding to potential applicants' questions, verifying property address and ownership, and performing appropriate community information and outreach.
3. CCSD#1 shall provide all other necessary information and services under its control.

C. HCD Responsibilities:

1. HCD shall apply CDBG funds for design and construction of the Program.
2. HCD will assist CCSD#1 and CCDA in preparing bid documents to comply with CDBG regulations.
3. HCD shall conduct an environmental assessment of the Program as required by applicable federal regulations 24 CFR 570.604.
4. HCD shall only use qualified contractors that meet the following requirements:
 1. Valid CCB License;
 2. Experience with sewer connects from private property to the public right-of-way; and
 3. Valid insurance and bonding for all required site work in accordance with the minimum limits established by the County.
5. HCD will appropriately bid and contract for construction of the Program and, with the advice of CCSD#1 and CCDA, will approve changes, modifications, or amendments as necessary to serve the public interest.
6. HCD shall assign personnel the following duties:
 1. Complete an Initial Property Inspection;
 2. Prepare Loan Documents;
 3. Approve Loans for qualified applicants.
7. HCD will assign a Rehab Specialist the following duties:
 1. Bid the Projects;
 2. Be the liaison between Homeowner and General Contractor to sign, start and complete the Construction Contract;
 3. Work with Homeowner regarding Customer Services issues;
 4. Award the Projects after Homeowner selects General Contractor of which shall be the lowest responsive/ responsible bidder;
 5. Hire a qualified bidding General Contractor;

HCD/ CCDA/ CCSD#1 Interagency Agreement
North Clackamas Revitalization Area Street Improvements Program – Phase IV

6. Conduct a Pre-Construction Meeting for the Projects;
 7. Issue the Notice to Proceed to General Contractor;
 8. Conduct Inspections as needed, as well as a Final Inspection with Property Owner(s);
 9. Process Pay Request using CDBG funds and CCDA funds; and
 10. Relinquish payment of funds to the General Contractor upon completion of the work and sign-off of the permit assigned to the subject property with a successful inspection of the work and approval by CCDA.
8. HCD will assign a Project Coordinator the following duties:
1. Oversee and track CDBG Program Budget;
 2. Update CCDA regarding level of CDBG Program Budget;
 3. Inform CCDA when HCD funds are exhausted for the Program.
9. HCD agrees to provide and administer available CDBG funds granted by the U.S. Department of Housing and Urban Development (“HUD”) to finance the Program.
- D. Joint Responsibilities:
1. HCD, CCSD#1 and CCDA shall jointly review all necessary documents (i.e. letter mailings, customer-client and general contractor contracts) submittals, materials for the Program.
 2. Upon execution of this Agreement, HCD, CCSD#1 and CCDA will, at the earliest mutually convenient time, jointly determine the scope of the improvements to be made and a schedule for implementation of the Program.
 3. In the event not all planned improvements can be made with available funds HCD, CCSD#1 and CCDA will jointly determine the priority of the improvements.

III. PROJECT BUDGET

- A. CCDA agrees to be responsible for payment to HCD matching funds totaling the greater of:
- (a) Twenty percent (20%) of the total cost of the Program including associated fees with the sanitary sewer work, construction cost, and construction oversight, or
 - (b) All costs for construction and fees which exceed available CDBG funds budgeted for the Program.

- B. HCD will apply CDBG funds in the amount not to exceed **\$25,000** in FY 2015-16 and **\$25,000** in FY 2016-17. The CDBG funding total for this Agreement is **\$50,000** dollars. FY 2015-16 is July 1, 2015 to June 30, 2016 and FY 2016-17 is July 1, 2016 to June 30, 2017. The obligations of HCD are expressly subject to HCD receiving funds from HUD for this Program, and in no event shall HCD's financial contribution exceed the amount finally granted, released and approved by HUD for this Program.
- C. Upon receipt of written notification from HCD, CCDA shall provide payment within thirty (30) consecutive calendar days. Once the Project Number has been created by HCD, HCD will provide CCDA with the correct billing Project Number of which CCDA can make payment(s) through the following COUNTY office:

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

IV. PROGRAM SCHEDULE

Per 24 CFR 570.902, all parties hereby agree to make all reasonable efforts to utilize available CDBG funds to complete the improvements to be implemented under the terms of this Agreement during the designated construction seasons, 2015-16 & 2016-17.

V. LIAISON RESPONSIBILITY

Steve Kelly, Jayson Tidland and Mike Woolman will act as liaisons from HCD for this Program. Kenneth Iteel will act as liaison from CCDA. Rob Hungerford will act as liaison from CCSD#1.

VI. SPECIAL REQUIREMENTS

A. Assignment and Subcontracting.

No party to this Agreement shall assign any portion of work which is a part of this Agreement without the approval of the other parties.

B. Conflict of Interest.

1. Interest of Officers, Employees, or Agents - No officer, employee, or agent of HCD, CCSD#1 or CCDA who exercises any functions or responsibilities in connection with the planning and execution of activities under the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the Program during their tenure or for one year thereafter, shall obtain a personal or financial interest in or benefit from this Agreement, or any contract, subcontract or agreement arising therefrom, either for themselves or for persons with whom they have family or business ties without appropriate prior HUD waiver; and CCDA, as well as CCSD#1, shall take appropriate steps to assure compliance.

HCD/ CCDA/ CCSD#1 Interagency Agreement
North Clackamas Revitalization Area Street Improvements Program – Phase IV

2. Interest of Certain Federal Officials - No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

C. Program Benefit.

The parties agree to implement the Program to give maximum feasible benefit to low and moderate income families and individuals.

D. Non Discrimination.

CCSD#1 and CCDA shall comply with Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, 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; Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

E. Availability of Funds.

This Agreement is expressly subject to the debt limitation 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. Obligations of HCD are also expressly subject to the County receiving funds from HUD for this Program and in no event shall HCD's financial contribution exceed the amount finally granted, released and approved by HUD for this Program.

F. Other Federal Requirements.

Other federal requirements, which the parties agree to comply with include, but are not limited to:

1. Procurement requirements, which apply to professional services and construction contracts and are contained in 24 CFR Part 85 (the "Common Rule");
2. Citizen participation and CDBG application submission requirements contained in 24 CFR 570.301-305;
3. HUD labor standards provisions.

G. Non-Substitution for Local Funding.

The CDBG funding made available under this Agreement shall not be utilized by CCDA to reduce substantially the amount of local financial support for drainage improvement activities below the level of such support prior to the availability of funds under this Agreement.

H. Public Information.

HCD, CCSD#1 and CCDA shall cooperate in public information efforts, such as contacts with neighborhood or consumer advocacy organizations, press releases, etc. In all news releases and other public notices relating to activities under this Agreement, CCDA shall

include information identifying the source of funds as the Clackamas County CDBG Program.

I. Evaluation.

CCDA and CCSD#1 agree to participate with HCD in any evaluation Program or performance report, as designed by HCD or the appropriate Federal department, and to make available all information required by any such evaluation process.

J. Audits and Inspections.

CCDA will insure that HCD, 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.

K. Retention of Records.

Records relating to this Program shall be retained for a period of four (4) years after termination of this Agreement.

L. Citizen Participation.

CCDA and CCSD#1 shall maintain records including narratives or other documentation describing the process used to inform citizens concerning the Program.

M. Acquisition/Relocation.

If completion of the Program 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.

VII. AMENDMENTS

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

VIII. TERM OF AGREEMENT

- A. This Agreement becomes effective when it is signed by all parties.
- B. The term of this Agreement is a 5 year period beginning when it becomes effective and ending upon expenditure of all CDBG funds.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided by HCD in accordance with 24 CFR 85.43 resulting from material failure by CCDA to comply with any term of this Agreement, or;
 - 2. Mutual agreement by CCDA and HCD in accordance with 24 CFR 85.44.

- D.** Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CCDA funds shall remain with CCDA and any unexpended balances of CDBG funds shall remain with HCD.

VIII. Integration

This Agreement contains the entire agreement between HCD, CCDA, and CCSD#1 and supersedes all prior written or oral discussions.

IX. 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.

X. 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 laws provisions thereof.

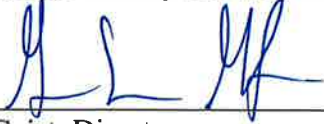
XI. Waiver

Neither HCD, CCDA, nor CCSD#1 shall not be deemed to have waived any breach of this Agreement by another 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.

[Signature Page Follows]

HCD/ CCDA/ CCSD#1 Interagency Agreement
North Clackamas Revitalization Area Street Improvements Program – Phase IV

Clackamas County Board of County Commissioners
Acting as the Governing Body of
Clackamas County Service District No. 1

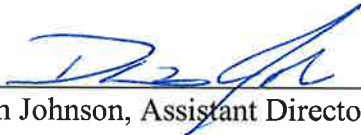


Greg Geist, Director

12/7/15

Date

Clackamas County Development Agency



Dan Johnson, Assistant Director

12/7/2015

Date

**Clackamas County Housing & Community
Development Division**



Chuck Robbins, Director

12/8/15

Date

**HCD/ CCDA/ CCSD#1 Interagency Agreement
North Clackamas Revitalization Area Street Improvements Program – Phase IV**

CLACKAMAS COUNTY

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

Signing on Behalf of the Board.

Richard Swift, Director
Health, Housing & Human Services Department

Date

EXHIBIT A - CDBG Program Match Funds Report

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the Sewer Hook-Up Grant Program:

2015-16 Match Funds	\$25,000
2016-17 Match Funds	\$25,000

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 _____	\$ _____

(Print name)
 Prepared By:

Signature

Date

EXHIBIT B

**NORTH CLACKAMAS REVITALIZATION AREA SEWER HOOK-UP GRANT
PROGRAM**

**Clackamas County Community Development
Clackamas County Service District No. 1
Clackamas County Development Agency**

Program Objectives:

The purpose of the Sewer Hook-Up Grant Program (Program) is to provide grants to low income homeowners who live in unsewered areas of the North Clackamas Revitalization Area (NCRA) served by Clackamas County Service District No. 1 (CCSD#1) to pay for private sanitary sewer improvements.

The Program does not pay for sewer assessments, system development charges or other connection charges, or monthly sewer fees. Homeowners should contact Water Environment Services, 503-742-4567, for information on available assistance programs for these costs and fees.

Eligible Properties:

Grant funds are limited and will be made on a first-come, first-served basis to eligible homeowners who live in unsewered areas of the NCRA served by CCSD#1.

Basic Grant Requirements:

Applicant must own or be buying property
Owner must reside in home

Program Income Limits:

Current annual gross income limits are as follows:

Total Household Size	Maximum Annual Gross Income (effective May 1, 2015) (80% of median)
1	41,200
2	47,050
3	52,950
4	58,800
5	63,550
6	68,250
7	72,950
8	77,650

What type of work is eligible?

Improvements include hiring a contractor(s) to re-plumb and connect the home to the public sanitary sewer and decommission their current on-site wastewater disposal system.

HCD/ CCDA/ CCSD#1 Interagency Agreement
North Clackamas Revitalization Area Street Improvements Program – Phase IV

Application procedure:

Interested homeowners will contact Water Environment Services (WES), on behalf of CCSD#1, to initiate the process. WES staff will confirm initial property eligibility (property address is within the service area and property ownership) and, if the property appears to be eligible, will refer the property owner’s name to Community Development (CD). CD will send the applicant an application, and the applicant will complete and return the application form by a specified date. If the applicant is eligible under the Program, the County (CD and WES) will inspect the property, and prepare construction specifications and cost estimates. CD will make a list of pre-qualified contractors available to homeowners. Homeowners will obtain at least two bids from licensed and bonded contractors from the select list.

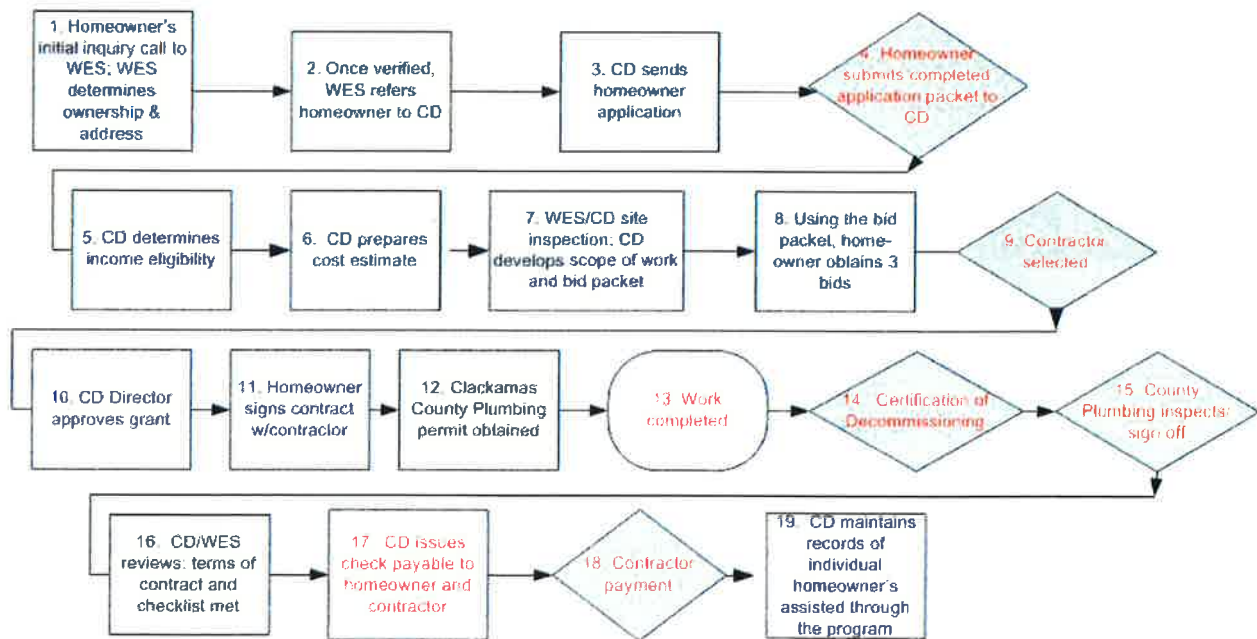
Using County-supplied forms, homeowners will 1) enter into a contract with the contractor of their choice and 2) enter into an agreement with the County. The homeowner does not have to select the lowest bid. The accepted bid, however, must be within 10% of the County’s estimate. County staff will inspect the work. Funds cannot be used to pay the homeowner’s labor.

Grant Approval:

The Community Development Director will approve the grant applications.

Process:

The chart below lists the steps of the process from application to contractor payment:



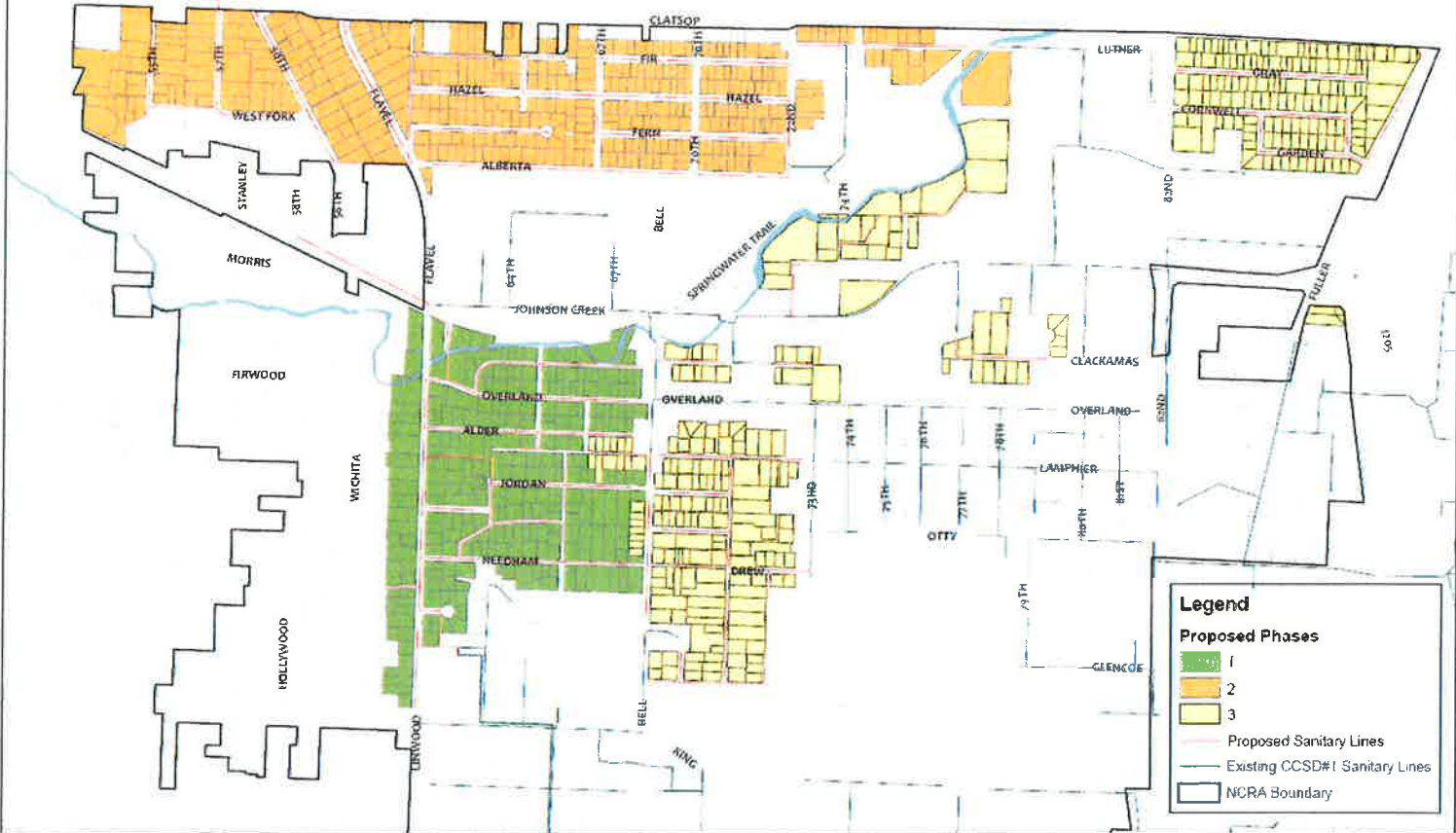
Contact:

Rob Hungerford
Water Environment Services (WES)
503-742-4567

HCD/ CCDA/ CCSD#1 Interagency Agreement
 North Clackamas Revitalization Area Street Improvements Program – Phase IV

EXHIBIT C

NORTH CLACKAMAS REVITALIZATION AREA
Project Phases



August 2008



M. BARBARA CARTMILL
DIRECTOR

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

March 10, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Agreement of Understanding with the City of Newberg, Oregon Department of Transportation, City of Wilsonville, Yamhill County, and Ladd Hill Neighborhood Association for
Newberg-Dundee Bypass Phase1 / OR 219 / Wilsonville Road**

Purpose/Outcomes	This agreement will allow the Newberg-Dundee Bypass project to proceed in a manner preferred by all parties.
Dollar Amount and Fiscal Impact	The agreement has no fiscal impact on Clackamas County. It will require ODOT to build an additional phase of the project at an estimated cost of \$7,000,000.
Funding Source	State funds.
Duration	n/a
Previous Board Action	n/a
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? The agreement changes the eastern terminus of the bypass to a safer alternative for travelers on Wilsonville Road. 2. How does this item align with the County's Performance Clackamas goals? This project will build strong infrastructure and ensure safe, healthy and secure communities.
Contact Person	Karen Buehrig, Transportation Planning Supervisor, 503-742-4683

BACKGROUND:

On October 21, 2009 the Oregon Transportation Commission (OTC) approved funding for the first phase of the Newberg Dundee Bypass project and amended the Statewide Transportation Improvement Program (STIP) to include the project. The first phase of the Newberg-Dundee Bypass will be temporarily routed on Springbrook Road in Yamhill County and will affect the intersection at Wilsonville Road. The Parties have been discussing impacts of the Newberg-Dundee Bypass Phase 1 as it relates to the intersection design at OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road for traffic patterns and safety concerns on Wilsonville Road and Newberg's local street system through a Comprehensive Plan Text Amendment to the Newberg Transportation System Plan (CPTA-15-002). ODOT has requested a modification to the intersection design to establish a "No Thru Traffic" option with no direct connection provided between the Newberg-Dundee Bypass Phase 1 and Wilsonville Road.

The Newberg Planning Commission adopted Resolution No. 2015-311 recommending that the Newberg City Council delay their vote on the Comprehensive Plan Text Amendment to the Newberg Transportation System Plan until March 2016 to allow time for all entities to meet in an effort to mitigate impacts of the final decision.

Those meetings have occurred and this Agreement of Understanding allows the Bypass construction to continue on schedule while also reconfiguring the eastern terminus to meet each of the party's needs.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the Agreement of Understanding with the City of Newberg, Oregon Department of Transportation, City of Wilsonville, Yamhill County, and Ladd Hill Neighborhood Association for the Newberg-Dundee Bypass Phase1 / OR 219 / Wilsonville Road project.

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

AGREEMENT OF UNDERSTANDING

Newberg-Dundee Bypass Phase 1/OR 219/Wilsonville Road

THIS AGREEMENT is made and entered into by and between the CITY OF NEWBERG, hereinafter referred to as "Newberg"; STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" CITY OF WILSONVILLE, hereinafter referred to as "Wilsonville"; YAMHILL COUNTY, hereinafter referred to as "Yamhill"; CLACKAMAS COUNTY, hereinafter referred to as "Clackamas"; and LADD HILL NEIGHBORHOOD ASSOCIATION, hereinafter referred to as "Ladd Hill" all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Oregon Jobs and Transportation Act of 2009 (JTA) Program, hereinafter referred to as the "JTA Program", provides funding for preservation and modernization projects chosen by the Oregon Transportation Commission (OTC). On October 21, 2009 the OTC approved funding for the first phase of the Newberg Dundee Bypass project and amended the Statewide Transportation Improvement Program (STIP) to include the project.
2. Oregon Route 99W (OR 99W), Oregon Route 18 (OR 18) and Oregon Route 219 (OR 219), are part of the state highway system under the jurisdiction and control of the OTC. Springbrook Road and Wilsonville Road are part of the city street system under the jurisdiction and control of Newberg. Wilsonville Road outside of the Newberg city limits is under the jurisdiction of Yamhill, Clackamas and Wilsonville. The first phase of the Newberg-Dundee Bypass will be temporarily routed on Springbrook Road and will affect the intersection at Wilsonville Road. This Agreement will address only those portions of the street system within the corporate limits of the City of Newberg and within Yamhill County.
3. Phase 1 of the Newberg-Dundee Bypass (Bypass) will construct two (2) lanes, one (1) in each direction of the four (4) lane Bypass between City of Newberg and City of Dundee; approximately four (4) miles in length. Phase 1 will also include required local circulation improvements needed to accommodate construction of this phase of the Bypass. The Bypass, in Phase 1, will have access points at the two ends, OR 219 in Newberg and OR 99W south of Dundee. The Bypass is designated an expressway and will operate at fifty-five (55) miles per hour. The connection at OR 99W (Dundee) is a temporary connection and may be removed when the Bypass is extended to OR 18 in City of Dayton. This Agreement will address the Project elements constructed within Newberg's corporate limits and within Yamhill County as represented in Exhibits A and B.
4. Newberg and State have entered into an agreement, COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg.
5. Yamhill and State are currently in negotiations to enter into an agreement, COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1W.

6. The City of Newberg amended its Transportation System Plan in 2013 at the request of State to reflect the approved Phase 1 Bypass which included a full movement intersection at OR 219/Phase 1 Bypass/Wilsonville Road.
7. The Parties have been discussing impacts of the Newberg-Dundee Bypass Phase 1 as it relates to the intersection design at OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road for traffic patterns and safety concerns on Wilsonville Road and Newberg's local street system through a Comprehensive Plan Text Amendment to the Newberg Transportation System Plan (CPTA-15-002). State has requested a modification to the intersection design to establish a "No Thru Traffic" option with no direct connection provided between the Newberg-Dundee Bypass Phase 1 and Wilsonville Road.
8. The Newberg Planning Commission adopted Resolution No. 2015-311 recommending that the Newberg City Council delay their vote on the Comprehensive Plan Text Amendment to the Newberg Transportation System Plan until March 2016 to allow time for all entities to meet in an effort to mitigate impacts of the final decision.

TERMS OF UNDERSTANDING

STATE

1. State agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Identify and allocate funding by April 30, 2016 to design and building the Final Environmental Impact Statement (FEIS) Wilsonville Road Relocation shown as Exhibit A, and associated existing Wilsonville Road modifications.
 - b. Advance the design solution for Wilsonville Road that represents FEIS Wilsonville Road Relocation; see Exhibit A, which includes but is not limited to right-of-way, design and construction by July 31, 2020.
 - c. Modify the Transportation System Plan amendment for the FEIS Wilsonville Road Relocation.
 - d. Modify the construction contract for Phase 1G (Springbrook Road) to include the following:
 - i. Remove the Wilsonville Road connection to OR 219 at the OR 18 (Newberg-Dundee Bypass Phase 1) intersection by May 1, 2016.
 - ii. Retain the current Wilsonville Road alignment and connection with Springbrook Road (Exhibit B).
 - iii. Include a temporary right-in, right-out intersection for Wilsonville Road at the Wilsonville Road and Springbrook Road intersection that may include construction of a traffic median (see Exhibit B).
 - e. Construction of FEIS Wilsonville Road Relocation shall include:

- i. Removal of the temporary right-in, right-out intersection for Wilsonville Road at the Wilsonville Road and Springbrook Road intersection including the traffic median.
 - ii. Modification of Wilsonville Road south of Springbrook Road to be a cul-de-sac street.
 - iii. Working with Newberg and Yamhill to ensure access to impacted properties from the relocation of FEIS Wilsonville Road Relocation.
- f. Cooperate with Newberg to modify the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg to reflect the State's obligations in compliance with this Agreement of Understanding.
- g. Cooperate with Newberg to make necessary Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with this Agreement of Understanding.
- h. Cooperate with Yamhill to execute the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W to reflect the State obligations in compliance with this Agreement of Understanding.
- i. Cooperate with Yamhill to amend the Yamhill County Comprehensive Plan and Transportation System Plan, if necessary, to ensure compliance with this Agreement of Understanding.
- j. Submit a quarterly status report starting in May 2016 and every three months thereafter to all signatories of this Agreement (eMail is sufficient), with a courtesy copy to the Governor's Office, Parkway Committee and local State representatives, including progress on Agreement milestones, emerging issues and proposed mitigation.

NEWBERG

1. Newberg agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Agrees to FEIS Wilsonville Road Relocation shown as Exhibit A and associated TERMS OF UNDERSTANDING, STATE 1.b., d. and e.
 - b. Not object to the modification of the Transportation System Plan amendment for the FEIS Wilsonville Road Relocation with Newberg.
 - c. Cooperate with State to modify the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg to reflect the State obligations of the Agreement of Understanding.
 - d. Cooperate with State to make necessary Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with this Agreement of Understanding.

- e. Support the final draft of the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W and any Yamhill County Comprehensive Plan and Transportation System Plan amendments, if necessary, to ensure compliance with this Agreement of Understanding.

YAMHILL COUNTY

1. Yamhill agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Agrees to FEIS Wilsonville Road Relocation shown as Exhibit A and associated TERMS OF UNDERSTANDING, STATE 1.b., d., and e.
 - b. Cooperate with State to execute the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W to reflect the State obligations of the Agreement of Understanding.
 - c. Cooperate with State to amend the Yamhill County Comprehensive Plan and Transportation System Plan amendments, if necessary, to ensure compliance with this Agreement of Understanding.
 - d. Support modifications of the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg and Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with this Agreement of Understanding.
 - e. Not request a Compatibility Determination through the Department of Land Conservation and Development once the following conditions have been met:
 - i. ODOT has verified that the thru-thru design has been removed from the Phase 1 contract;
 - ii. ODOT has modified the Newberg Comprehensive Plan and Transportation System Plan amendment request; and
 - iii. Necessary Yamhill Comprehensive Plan and Transportation System Plan amendments consistent with FEIS Wilsonville Road Relocation have been approved by Yamhill.

WILSONVILLE

1. Wilsonville agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Agrees to FEIS Wilsonville Road Relocation shown as Exhibit A and associated TERMS OF UNDERSTANDING, STATE 1.b., d. and e.
 - b. Support modifications of the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg, COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W, Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with

this Agreement of Understanding, and any amendments to the Yamhill County Comprehensive Plan and Transportation System Plan, if necessary, to ensure compliance with this Agreement of Understanding.

- c. Not request a Compatibility Determination through the Department of land conservation and Development once the following conditions have been met:
 - i. ODOT has verified that the thru-thru design has been removed from the Phase 1 contract;
 - ii. ODOT has modified the Newberg Comprehensive Plan and Transportation System Plan amendment request; and
 - iii. Necessary Yamhill Comprehensive Plan and Transportation System Plan amendments consistent with FEIS Wilsonville Road Relocation have been approved by Yamhill.

CLACKAMAS COUNTY

- 1. Clackamas agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Agrees to FEIS Wilsonville Road Relocation shown as Exhibit A and associated TERMS OF UNDERSTANDING, STATE 1.b., d. and e.
 - b. Support modifications of the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg, COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W, Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with this Agreement of Understanding, and any amendments to the Yamhill County Comprehensive Plan and Transportation System Plan, if necessary, to ensure compliance with this Agreement of Understanding.
 - c. Not request a Compatibility Determination through the Department of Land Conservation and Development once the following conditions have been met:
 - i. ODOT has verified that the thru-thru design has been removed from the Phase 1 contract;
 - ii. ODOT has modified the Newberg Comprehensive Plan and Transportation System Plan amendment request ; and
 - iii. Necessary Yamhill Comprehensive Plan and Transportation System Plan amendments consistent with FEIS Wilsonville Road Relocation have been approved by Yamhill.

LADD HILL

- 1. Ladd Hill agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Agrees to FEIS Wilsonville Road Relocation shown as Exhibit A and associated TERMS OF UNDERSTANDING, STATE 1.b., d. and e.

- b. Support modifications of the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg, COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W, Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with this Agreement of Understanding, and any amendments to the Yamhill County Comprehensive Plan and Transportation System Plan, if necessary, to ensure compliance with this Agreement of Understanding.
- c. Not request that a local government or state agency request a Compatibility Determination through the Land Conservation and Development Department once the following conditions have been met:
 - i. ODOT has verified that the thru-thru design has been removed from the Phase 1 contract;
 - ii. ODOT has modified the Newberg Comprehensive Plan and Transportation System Plan amendment request ; and
 - iii. Necessary Yamhill Comprehensive Plan and Transportation System Plan amendments consistent with have been approved by Yamhill.

GENERAL PROVISIONS

- 1. This Agreement may be further refined by subsequent agreements, comprehensive plan amendments and transportation system plan amendments that clarify the purpose and intent of advancing FEIS Wilsonville Road Relocation, and the temporary Wilsonville Road and Springbrook Road connection (see Exhibits A & B), as the preferred option for the alignment of Wilsonville Road with OR 219.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its TERMS OF UNDERSTANDINGS.

- Exhibits:
- A. Final Environmental Impact Statement (FEIS) Wilsonville Road Relocation
 - B. Temporary Right In/Right Out at Springbrook Road/Wilsonville Road

CITY OF NEWBERG

Bob Andrews, Mayor

Date

OREGON DEPARTMENT OF TRANSPORTATION

Matthew Garrett, Director

Date

CITY OF WILSONVILLE

Tim Knapp, Mayor

Date

YAMHILL COUNTY

Mary Starrett, Chair

Date

CLACKAMAS COUNTY

John Ludlow, Chair

Date

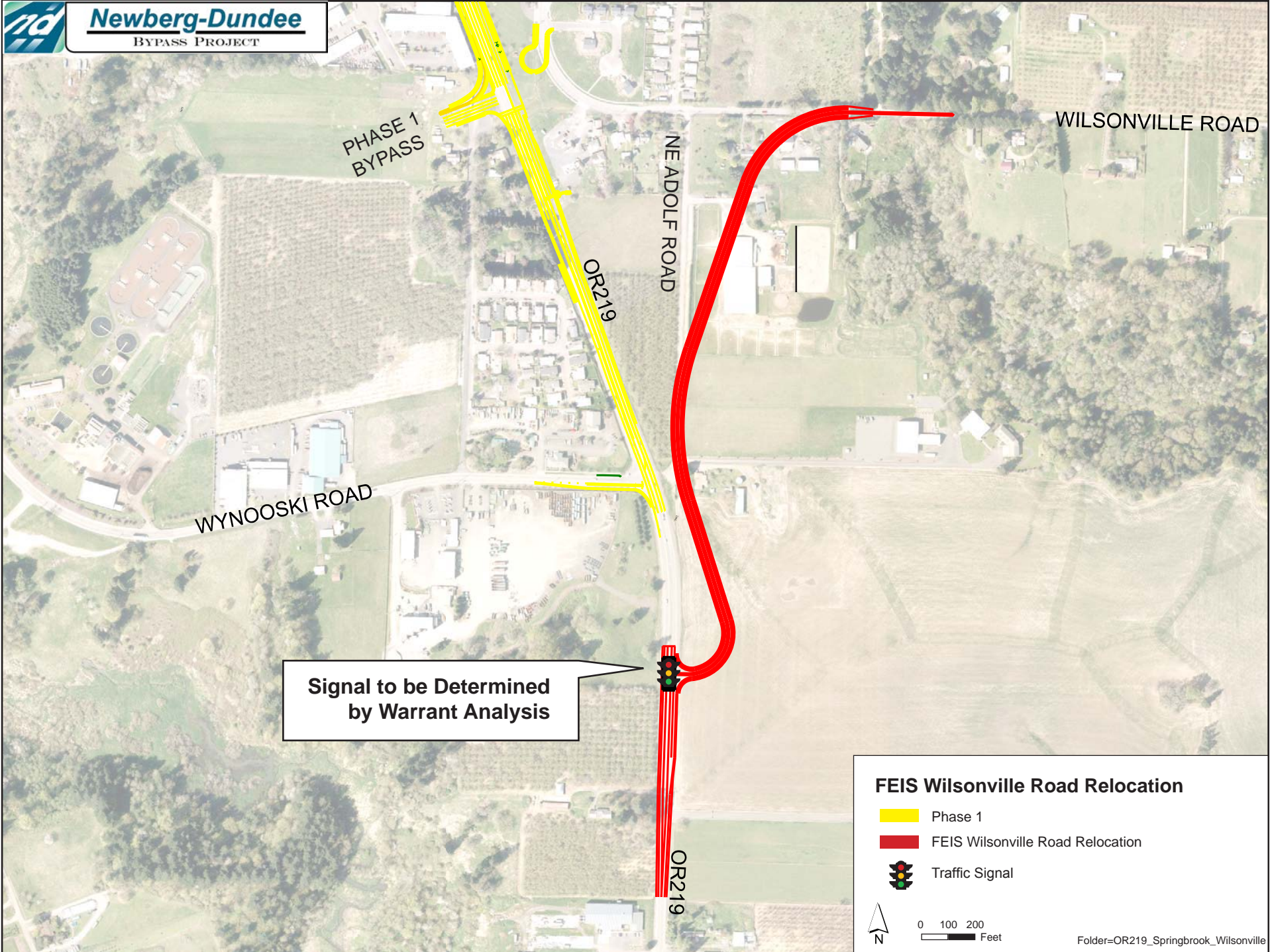
LADD HILL NEIGHBORHOOD ASSOCIATION

Stan Halle, Chair Bypass Impact Committee

Date



Newberg-Dundee
BYPASS PROJECT



Signal to be Determined
by Warrant Analysis

FEIS Wilsonville Road Relocation

- Phase 1
- FEIS Wilsonville Road Relocation
- Traffic Signal







Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES

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

March 10, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Purchase and Sale Agreement with Western Rivers Conservancy
for the Conveyance of Real Property

Purpose/Outcomes	Provides for the sale of a 188.5 acre parcel of unimproved timberland property to Western Rivers Conservancy who in turn will transfer title to the Bureau of Land Management to be included as part of the Sandy Ridge Trail System.
Dollar Amount and Fiscal Impact	Purchase price of \$867,500 per appraised value to be received by County Parks & Forest.
Funding Source	Land and Water Conservation Funds
Duration	180 day contingency period from date of signing.
Previous Board Action	The Board last reviewed and approved this action on August 4, 2015
Strategic Plan Alignment	1. Provide timberland asset management to sustainably fund and operate County Parks & Forest operations. 2. Honor, Utilize, Promote and Invest in our Natural Resources
Contact Person	Rick Gruen, County Parks & Forest Manager – 503-742-4345
Contract No.	N/A

BACKGROUND:

Clackamas County owns and manages 3,000 acres of timberlands. Long term asset management is needed to sustainably generate timber sales to support County Park operational and capital requirements. The Forest Management Plan identifies certain properties as Tier 2, or no longer suited as an asset in the timberland portfolio. This property has emerging constraints as a timberland asset due to increasing demands for outdoor recreation and wildlife habitat in the surrounding Sandy Ridge Trail system owned by the BLM. County Parks & Forest will reinvest the proceeds by acquiring replacement timberland more conducive to timber production and harvesting. The Board reviewed considerations for a sale of the property on August 4, 2015 and directed staff to move forward, contingent upon County Parks & Forest staff being able to find suitable replacement timberland. The Purchase and Sale Agreement reflects this consideration.

County Counsel has reviewed and approved the language of this Purchase and Sale Agreement.

RECOMMENDATION:

Staff recommends the Board approve the attached Purchase and Sale Agreement and authorizes the Director of Business and Community Services to sign on behalf of Clackamas County.

Respectfully submitted,

Gary Barth, Director
Business and Community Services Director

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into February _____, 2016, by and between CLACKAMAS COUNTY, OREGON, a body politic and corporate of the State of Oregon (hereinafter referred to as "Seller"), and WESTERN RIVERS CONSERVANCY, a nonprofit Oregon corporation (hereinafter referred to as "Buyer").

Recitals

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

Seller:

Clackamas County
Attn: Gary Barth
Business and Community Services Department
150 Beaver Creek Rd.
Oregon City, OR 97045
503/742-4299
GaryBar@co.clackamas.or.us

Copies of any notice to Seller should also be sent to:

Clackamas County
Attn: Rick Gruen, Manager
County Parks & Forest/Ag and Forest Economic Development
150 Beaver Creek Rd.
Oregon City, OR 97045
503/742-4345
RGruen@co.clackamas.or.us

Clackamas County
Attn: Laura Zentner, Deputy Director
Business and Community Services
150 Beaver Creek Rd.
Oregon City, OR 97045
503/742-4351
lzentner@co.clackamas.or.us

Buyer:

Western Rivers Conservancy
71 SW Oak Street - #100
Portland, OR 97204
Attn: Sue Doroff
503/241-0151
sdoroff@westernrivers.org

Copies of any notice to Buyer should also be sent to:

Western Rivers Conservancy
71 SW Oak Street - #100
Portland, OR 97204
Attn: Josh Kling
503/241-0151
jkling@westernrivers.org

Western Rivers Conservancy
71 SW Oak Street, #100
Portland, OR 97204
Attn: Rob Griffith
503/241-0151
rgriffith@westernrivers.org

B. Seller is the owner of 188.5 acres (more or less) of real property located in Clackamas County, Oregon, and more particularly described at Exhibit A attached hereto. Said real property shall include any and all appurtenances, including but not limited to improvements, fixtures, water, timber, minerals, water rights, overflow rights, water, ditch or irrigation company shares, gravel permits relating to the real property, access rights and grazing rights, and shall be referred to in this Agreement as the "Property." For clarification, the Property does not include the adjacent quarry property more fully described in Section 4.2 below.

C. Seller acknowledges that Buyer is entering into this Agreement in its own right, and that Buyer is not an agent of any governmental agency or entity.

D. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic and recreational lands. Buyer represents to Seller that it is exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, and that Buyer is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

The Parties Agree As Follows:

1. Purchase and Sale. Seller hereby agrees to sell, and Buyer hereby agrees to buy, the Property on the terms and conditions as set forth in this Agreement, subject to the contingencies set forth in Section 6 below.

2. Purchase Price. The purchase price for the Property shall be Eight Hundred Sixty-Seven Thousand Five Hundred Dollars (\$867,500) (the "Purchase Price") to be paid to Seller through escrow at the Closing (as set forth in Section 3). Within ten (10) days after the date of execution of this Agreement by the parties hereto, Buyer shall pay to Escrow Agent on behalf of Seller a payment in the amount of Twenty-Five Thousand Dollars (\$25,000), to be held as Earnest Money in accordance with the terms of this Agreement. The Earnest Money shall be refundable until the earlier of Buyer's waiver or satisfaction of the Due Diligence Period. In the event that the purchase and sale of this Property is closed, the Earnest Money shall be credited and applied against the purchase price at Closing (as defined below).

3. Escrow and Closing. Immediately upon execution of this Agreement the parties shall open an escrow with Chicago Title Insurance Co., 10151 SE Sunnyside Road, Suite300, Clackamas, OR 97015, phone 503/794-5865 Attn: Kathy Eichler (the "Escrow Holder") for the purpose of closing the purchase and sale of the Property. At the Closing, which shall occur on or before September 30, 2016 (the "Closing Date"), Seller shall sell and Buyer shall buy the Property. The parties further agree that either party may have one (1) extension of the Closing Date for a period of one hundred twenty (120) additional days at no cost to either party.

3.1 Seller Conditions to Closing. On or before the date of Closing, Buyer shall have delivered into escrow the following:

- a. Purchase Price. The Purchase Price in accordance with Section 2 above.
- b. Proof of Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer, as may be reasonably required by the Escrow Holder and/or the Seller.

4. Deed and Other Conveyances. At Closing, Seller shall convey marketable title to the Property to Buyer by Statutory Warranty Deed. Seller shall transfer any applicable water entitlements in the manner set forth in subsection 4.1 hereunder, and the title to any personal property shall be by Bill of Sale executed by Seller and delivered at closing.

4.1 Water Entitlements. The Property may have appurtenant water rights. Seller shall cooperate with Buyer to assist Buyer in completing and filing with the State of Oregon Water Resources Department a "Water Right Ownership Update Form" and/or "Request for Assignment" for the water rights relating to the Property, if any. Buyer shall be responsible for the filing of such requests for assignments, and for the payment of any fees required to be paid for the filing of said forms.

4.2 Partition from Gravel Quarry. Prior to Closing, Seller shall verify legal description and have partitioned from the Property Seller's gravel quarry (the "Quarry Partition") which quarry is legally described as follows: "commencing at the Northeast corner of the Northwest one-quarter of the Southwest one-quarter of Section 24, Township 2 south, Range 6 East, Willamette Meridian; thence along the Eastern line of said Northwest one-quarter of the Southwest one-quarter South 00° 30'04" East, 592.60 feet to the true point of beginning; thence South 81°57'02 "West, 938.00 feet; thence parallel to said Eastern line, South 00° 30'04" East, 547.16 feet, more or less, to the northern right-of-way-of E. Barlow Trail Road; thence Easterly along said Northern right-of-way line 985 feet, more or less, to the Eastern line of said Northwest one-quarter; thence along said Eastern line North 00° 30'04" West, 388.14 feet to the point off beginning" all located in Clackamas County, Oregon. It shall be a condition precedent to Buyer's obligation to close that the quarry property shall have been legally segregated from the Property so that the Property constitutes one or more legally salable lots.

5. Title Insurance. At Closing Seller shall, at Buyer's expense, provide Buyer with an ALTA basic coverage owner's policy of title insurance in the amount of the Purchase Price insuring that title to Property is vested in Buyer upon close of escrow, subject only to the exceptions shown in the title report not objected to by Buyer during the due diligence period provided for in Section 6. If Buyer objects to exceptions as set forth in subsection 6.3, then Seller may elect to remove the exceptions objected to as set forth in subsection 6.3. If Seller is unable or unwilling to remove any or all of the exceptions objected to by Buyer, Buyer shall have the election to proceed with the Closing and take title subject to the exceptions objected to, or by written notice to Seller to decline to proceed to Closing, in which event this Agreement shall be null and void and the Earnest Money shall be returned to Buyer.

6. Buyer's Contingencies.

6.1 Buyer's Board Approval Contingency. This Agreement shall be expressly contingent upon, and shall not be binding upon Buyer until, approval by the Buyer's Board of Directors, which shall be obtained within ninety (90) days after the execution of this Agreement (the "Due Diligence Period"). Buyer shall notify Seller when the Agreement is either approved or disapproved by Buyer's Board of Directors no later than five (5) business days following the end of such period.

6.2 Environmental Inspection. During the Due Diligence Period, and until Closing, Buyer and its contractors and agents shall have the right to enter the Property to conduct environmental and other assessments and inspections, including but not limited to a "Phase I" environmental assessment, subject to the requirements of Section 10 below. In the event that Buyer's Phase I assessment indicates that remedial actions to the Property are required, Buyer, at Buyer's sole discretion may elect to cancel the transaction and require the return of any Earnest Money (including interest thereon, if any) paid by Buyer to Seller, or Buyer may request that the parties agree to work together to resolve such problems prior to Closing; provided that Seller may determine not to complete any remedial action, may release all Earnest Money and interest, if any, to Buyer and cancel the transaction and terminate this Agreement.

6.3 Title Review. Following execution of this Agreement, Seller shall cause the Escrow Agent to deliver to Buyer a preliminary title policy (the "PTP") covering the Property together with legible copies of all exceptions listed therein. Then, within thirty (30) days following Buyer's receipt of the PTP Buyer shall advise Seller in writing of any liens, encumbrances or other defects or exceptions in or to title to the Property reflected in the PTP to which Buyer is unwilling to accept title (collectively, the "Unacceptable Exceptions") (and each an "Objection"). Failure of Buyer to provide such written notice within such thirty (30) day period shall be deemed an election by Buyer to waive any Unacceptable Exceptions disclosed in such PTP and the basis for the Objection and to accept such title as Seller is able to convey without any reduction in the Purchase Price. Within thirty (30) calendar days following Seller's receipt of Buyer's Objection (the "Response Period"), if any, Seller shall advise Buyer in writing whether it intends to correct such Unacceptable Exceptions. If Seller fails within such thirty (30) calendar day period to notify Buyer that Seller will cure the Unacceptable Exceptions, then Buyer shall have the option, as its sole remedy for the failure of Seller to eliminate any Unacceptable Exceptions, either to (i) accept title to the Property subject to such Unacceptable Exceptions (in which case the Unacceptable Exceptions will thereafter be Permitted Exceptions) without any adjustment in the Purchase Price, or (ii) terminate this Agreement, in which case the Earnest Money and any interest earned thereon shall be returned to Buyer. If Buyer does not, by notice to Seller within fifteen (15) days after the end of such Response Period, so terminate, Buyer shall be deemed to have accepted the Unacceptable Exceptions. If Seller commits to cure the Unacceptable Exceptions, but Seller fails to remove such Unacceptable Exceptions from title to the Property by the Closing Date, Buyer shall have the right to terminate this Agreement and receive a refund of the Earnest Money and any interest earned thereon.

If Buyer notifies Seller in writing on or before the end of the Due Diligence Period that it declines to proceed with its purchase under this Agreement then the Seller shall return the entire Earnest Money to Buyer, this Agreement shall be null and void, and Buyer shall, if requested by Seller, provide to Seller a quitclaim deed to the Property in a form suitable for recordation.

6.4 Relocation of Occupants. The Property is unoccupied and will be so at Closing. At Closing, if requested by Buyer, Seller shall execute and deliver to Buyer any documents reasonably required by Buyer to evidence such status of the Property.

7. Mutual Termination Right. Notwithstanding any other provision of this Agreement, until August 31, 2016, either party may unilaterally terminate this Agreement for any reason or no reason. Termination shall be by written notice delivered to the other party no later than August 31, 2016. In the event of such termination, the Earnest Money shall be returned to Buyer and neither party shall have any further obligation to the other. Upon written notice from either party to the other, the period for such termination may be extended up to an additional ninety (90) days, with a concomitant extension of the anticipated Closing date.

8. Seller' Representations. Seller makes the following representations and warranties:

a. Seller and each of those signing on behalf of Seller have full power and authority to enter into this Agreement, and to sell the Property in accordance with this Agreement.

b. No one other than Seller will be in possession of any portion of the Property at Closing, except as permitted under Section 13 below, any of the permitted exceptions in the title policy, or as otherwise approved in writing by Buyer.

c. To Seller's knowledge (that is the knowledge of Gary Barth and Rick Gruen) as to the Property or any portion thereof or interest therein, upon the date hereof and at the time of Closing there is no:

(1) Suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or against Seller, which could affect Seller's title to the Property, could affect the value of the Property, or could subject an owner of the Property to liability.

(2) Intended public improvement which will result in the creation of any lien upon the Property or any portion thereof.

(3) Uncured notice which has been served upon Seller from any governmental agency notifying Seller of any violation of law, ordinance, rule or regulation which would affect the Property or any portion thereof.

(4) Actual or impending mechanic's or materialman's lien against the Property or any portion thereof.

(5) Except as already disclosed, notice or other information giving Seller reason to believe that any conditions existing on the Property or in the ground or surface waters associated with the Property may subject the owner of the Property to potential liabilities under environmental laws.

(6) Except in the ordinary course of business as currently operated, lease, license, permit, option, right of first refusal or other agreement, written or oral, which affects the Property or any portion thereof.

(7) Seller has no knowledge of any hazardous or toxic waste or substance or other contaminant or pollutant (as defined by applicable law) in existence, nor does Seller have any knowledge of any having been released, manufactured, stored or discharged on or below the surface of the Property which would constitute a violation of any law, ordinance, rule or regulation of any governmental entity having jurisdiction thereof, or which subjects or may subject Buyer to liability to third parties.

d. Neither the signing of this Agreement nor the sale of the Property will constitute a breach or default under any agreement by which Seller is bound and/or to which the Property is subject.

e. Seller has fulfilled all of the requirements contained in ORS 275.330 for the sale of the Property, or the Property is not subject to the requirements of ORS 275.330.

Each of the above representations is material and is relied upon by Buyer and shall survive the Closing of the Property. Should any of the above representations cease to be true at any time prior to Closing, or if the condition of the Property (including the condition of title, the environmental condition or the physical aspects of the Property) shall have materially and adversely changed at any time prior to Closing, Seller shall, as soon as reasonably practical, so advise Buyer in writing. If the problem is not remedied before Closing, Buyer may elect to either: (a) terminate this Agreement in which case Seller shall refund to Buyer all sums paid to Seller under this Agreement and Buyer shall deliver to Seller a Quitclaim Deed, in form suitable for recordation, (b) defer the Closing Date for a period not exceeding sixty (60) days until such problem has been remedied, or (c) proceed with the purchase of the Property subject to such problem.

Except for the representations and warranties of Seller contained in this Section 8 and subject to Buyer's due diligence under Section 6, Buyer represents that (i) it has accepted and executed this Agreement on the basis of its own examination and personal knowledge of the Property, (ii) Seller and Seller's agents have made no representations, warranties or other agreements concerning matters relating to the Property, and (iii) Buyer takes the Property in the condition, known or unknown, with all defects, existing at the time of this Agreement, "AS-IS."

9. Remedies Upon Default. In the event either party defaults in the performance of any of its obligations under this Agreement, the other party shall, in addition to other remedies provided in this Agreement or by law or equity, have the right of specific performance.

10. Right To Enter For Inspection. At a reasonable time as mutually agreed during the term of this Agreement, Buyer, through its employees and agents, may enter upon the Property for the purpose of making such inspections and investigations as Buyer deems appropriate relating to any aspect of the Property. Before entering the Property, Buyer shall notify Seller of their intent to inspect or investigate and obtain advance permission from the Seller, which permission shall not be unreasonably withheld, conditioned or delayed. All such inspections shall be at Buyer's risk and expense. Buyer will indemnify and hold Seller harmless from any liability resulting from any act of Buyer, its agents, employees and representatives in

connection with such inspections and will repair any damage or diminution of value caused thereby.

11. Prorations and Fees. Real property taxes on the various portions of the Property, if any, shall be prorated as of the Closing Date based upon the latest available tax bill. Buyer acknowledges that the Property is not currently assessed for property taxes as its current owner is a public entity, and that Buyer will be responsible for and shall pay all real property taxes arising after the Closing Date. Buyer shall pay for the title insurance policy specified in Section 5. Buyer shall pay for the recording of the Statutory Warranty Deed and for any filing fees for documents recorded with the Water Resources Department. All other fees, assessments and charges for Closing shall be shared equally by the parties.

12. Interim Use of Property. Seller covenants that it will continue to manage and operate the Property as currently operated and will not remove nor cause nor allow the removal of trees, gravel, minerals or the like from the Property during the period that this Agreement is in effect, other than in the normal, reasonable and customary maintenance and upkeep of the Property.

13. Leasing Revenue. Seller may retain all sums it receives under the any Lease which relates to the Property for all periods prior to and including the date of Closing.

14. Non-Foreign Certification. Seller represents and warrants to Buyer that Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, and at Closing Seller will deliver to Buyer a certification of non-foreign status in form required by Internal Revenue Service regulations.

15. Notices. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, courier service or Express Mail, or by certified mail, return receipt requested, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given when deposited in the mail addressed to the party to be notified, or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered.

16. Buyer's Representations. In addition to any express agreements of Buyer contained here, the following constitute representations and warranties of Buyer to the Seller:

16.1 Subject to the Buyer's Board of Director's approval and the conditions stated herein, Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein, and to consummate the transactions contemplated hereby;

16.2 Subject to the Buyer Board of Director's approval and the conditions stated herein, all requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated here; and

16.3 Subject to the Buyer's Board of Director's approval and the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

17. Broker's Commission. Seller represents to Buyer and Buyer represents to Seller that neither party has used a real estate broker in connection with this Agreement.

18. Time of the Essence. Time is of the essence of this Agreement.

19. Binding on Successors. This Agreement shall be binding not only upon the parties, but also upon their personal representatives, permitted assigns, and other successors in interest.

20. [Reserved]

21. Additional Documents. Seller and Buyer agree to execute such additional documents, including escrow instructions and the amendments contemplated by Section 2 above, as may be reasonable and necessary to carry out the provisions of this Agreement.

22. Entire Agreement. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties.

23. No Merger. The obligations contained in this Agreement, except for those specifically discharged in escrow, shall not merge with transfer of title but shall remain in effect until fulfilled.

24. No Confidentiality. The parties hereto agree that the terms of this Agreement, including purchase price, are not confidential to the extent required by public records laws.

25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

IN WITNESS of the foregoing provisions, the parties have signed this Agreement below:

SELLER:

Clackamas County, Oregon, a body politic
and corporate of the State of Oregon

By _____

Title _____

Date _____

BUYER:

Western Rivers Conservancy

By  _____

Title PRES. DENT _____

Date FEB 27, 2016 _____

Attachments:

- Exhibit A

Exhibit A

[Insert]

EXHIBIT "A"

PARCEL I:

The Northwest one-quarter and the Northwest one-quarter of the Southwest one-quarter of Section 24, Township 2 South, Range 6 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM that portion described as follows: Commencing at the Northeast corner of the Northwest one-quarter of the Southwest one-quarter of Section 24, Township 2 South, Range 6 East, Willamette Meridian; thence along the Eastern line of said Northwest one-quarter of the Southwest one-quarter South 00°30'04" East, 592.60 feet to the true point of beginning; thence South 81°57'02" West, 938.00 feet; thence parallel to said Eastern line, South 00°30'04" East, 547.16 feet, more or less, to the Northern right-of-way of E. Barlow Trail Road; thence Easterly along said Northern right-of-way line 985 feet, more or less, to the Eastern line of said Northwest one-quarter of the Southwest one-quarter; thence along said Eastern line North 00°30'04" West, 388.14 feet to the point of beginning.

ALSO EXCEPTING THEREFROM any portion lying within E. Barlow Trail Road.

PARCEL II:

A tract of land located in the Southwest one-quarter of the Southwest one-quarter of Section 24, Township 2 South, Range 6 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows, to-wit:

Beginning at a stone located at the Northeast corner of the said Southwest one-quarter of the Southwest one-quarter; thence following the East boundary of said Southwest one-quarter of the Southwest one-quarter, South 200.00 feet, more or less, to the center of the main channel of the Sandy River; thence Westerly down stream following the center of the main channel of said river, to its intersection with the West boundary of said section 24; thence following said West boundary of Section 24, North 360.00 feet, more or less, to a stone set for the Northwest corner of the said Southwest one-quarter of the Southwest one-quarter; thence following the North boundary of the said Southwest one-quarter of the Southwest one-quarter, East 1320.00 feet, more or less, to the place of beginning of the tract herein described.

EXCEPTING THEREFROM Ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Sandy River.

FURTHER EXCEPTING THEREFROM that portion lying within E. Barlow Trail Road.

PARCEL III:

All that portion of the Southeast one-quarter of the Southeast one-quarter of Section 23, Township 2 South, Range 6 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon lying North of the Sandy River.

EXCEPTING THEREFROM Ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Sandy River.