



# AGENDA

**Thursday, May 7, 2015 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2015-34

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. PRESENTATIONS** *(Following are items of interest to the citizens of the County)*

1. Presentation on Stigma & Mental Health and Local Priorities (Nina Danielsen, Health, Housing & Human Services)
2. Presentation of the 2014 Traffic Safety Commission's Annual Report (Joe Marek, DTD Engineering)

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

**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 Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

**A. Health, Housing & Human Services**

1. Approval to Apply for the Oregon Criminal Justice Commission Specialty Court Grant Funding – *Health Centers*
2. Board Order No. \_\_\_\_\_ Approving the Mental Health Directors Designee to Authorize a Custody Hold Under ORS 426.233 – *Behavioral Health*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 1 to Intergovernmental Agreement No. 30447 with Oregon Department of Transportation for the OR-213 at Union Mills Road Project
2. Approval of Amendment No. 1 to Intergovernmental Agreement No. 28216 with Oregon Department of Transportation for the 122<sup>nd</sup> Ave. and 132<sup>nd</sup> Ave. Sidewalk Connections Project

3. Approval of 2015 Fund Exchange Agreement No. 30538 with the Oregon Department of Transportation for the SE Foster Road Paving Project

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

**IV. DEVELOPMENT AGENCY**

1. Approval of a Contract with Elting Northwest Inc. for the Monterey Avenue Extension Project - *Purchasing*

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.**

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



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Cindy Becker  
Director

May 7, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Presentation- Mental Health Awareness Month:  
The Impact of Stigma & Mental Health and Local Priorities

<b>Purpose/Outcomes</b>	In honor of Mental Health awareness in May, the Behavioral Health Division has prepared a presentation to the Board and citizens of Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	No Fiscal Impact
<b>Funding Source</b>	None
<b>Safety Impact</b>	None
<b>Duration</b>	May is Mental Health Awareness Month
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Nina Danielsen, Health Promotions Coordinator 503-742-5309
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Behavioral Health Division (BHD), a division of the Health, Housing & Human Services Department is presenting on the impact of stigma as it relates to the widespread incidence of mental health concerns and mental illness in our community. The presentation will include a brief overview on the topic of stigma and highlight some of the innovative projects that the division is employing to increase awareness and early intervention for mental illness to support the residents of our community and increase the skills and understanding of County staff and community providers. The presentation will include the following:

- Introduction: Nina Danielsen, Health Promotion Coordinator BHD
- Get Trained to HELP Mental Health Matters for All: Kathy Turner, Regional Coordinator
- Shattering Stigma Faith communities talking about mental health: Tara Rolstad
- Stand UP for Mental Health Oregon Recovery through comedy: Dave Mowry

**RECOMMENDATION:**

No action needed.

Respectfully submitted

Richard Swift, Interim Director



# MAY-MENTAL HEALTH AWARENESS

Shine a *limelight* on mental health

# Mental Health Happens



**1 in 5**

American adults will have a diagnosable mental health condition in any given year.

**50 %**

of American adults will meet the criteria for a diagnosable mental health condition sometime in their lifetime.

**10 years**

is the average length of time between the onset of symptoms and when someone seeks help or treatment.

**Mental disorders are more common than heart disease and cancer combined.**

# Shine a Limelight on Mental Health



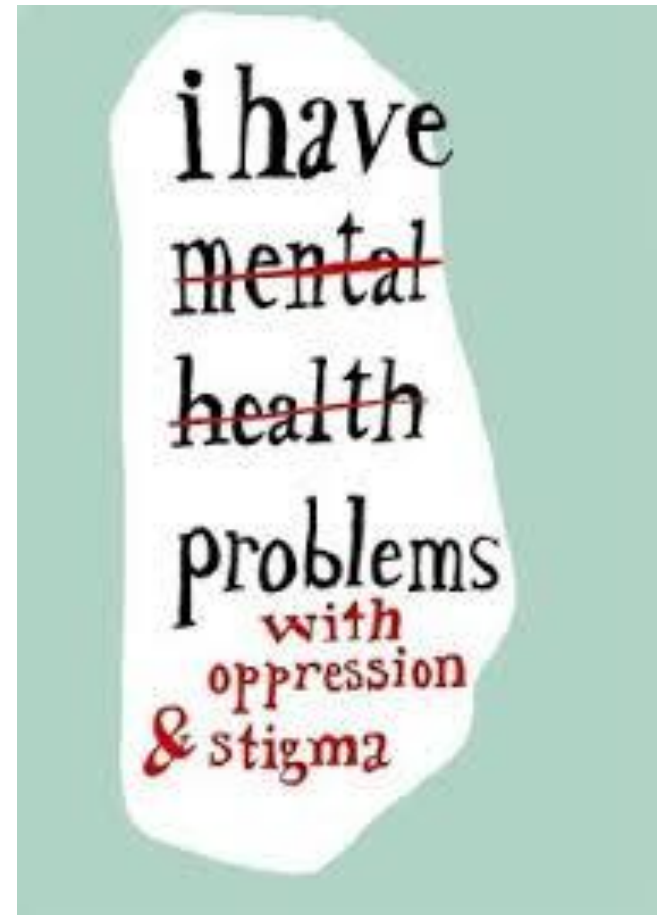
- 1. What prevents people from seeking the help they need?
- 2. How are we partnering to ensure that our citizens access the help they need?

WERE  
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# The Nature of Stigma



- Structural Stigma
  - ▣ Policy and practice
- Public Stigma
  - ▣ What people think, discriminatory behavior.
- Self Stigma
  - ▣ Personal defenses



Stuart H. (2015) New Directions: Fighting Stigma and the Lessons Learned. Keynote Address, 7th International Together Against Stigma Conference: Each Mind Matters, San Francisco, Feb 18-20.

# Are We Prepared?



## Citizens PREPARED for Emergency Response

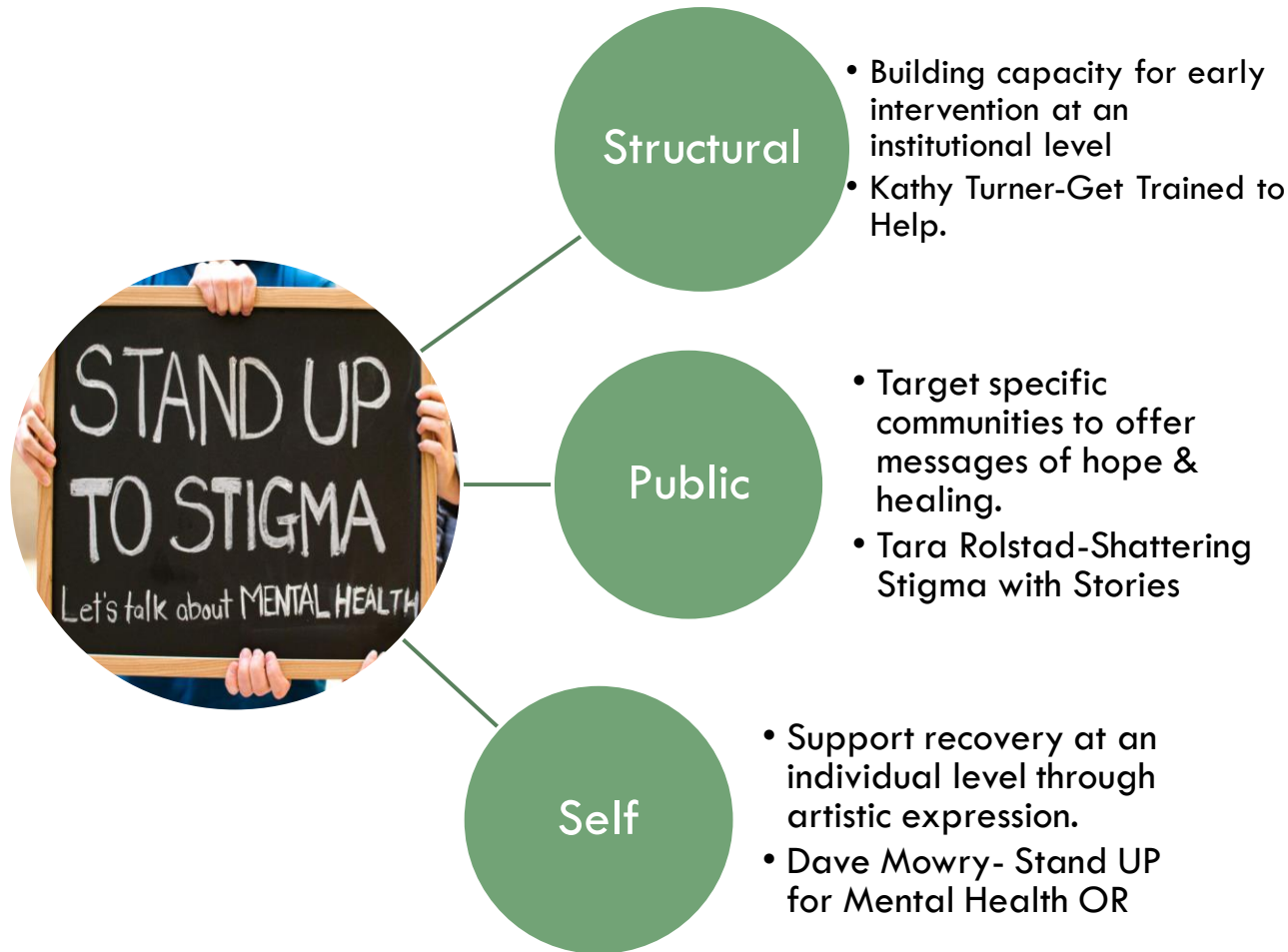
- Are you ready for the Big Quake?

## Citizens PREPARED to reach out and HELP

- Do you know how to help if someone says they are thinking about suicide.?



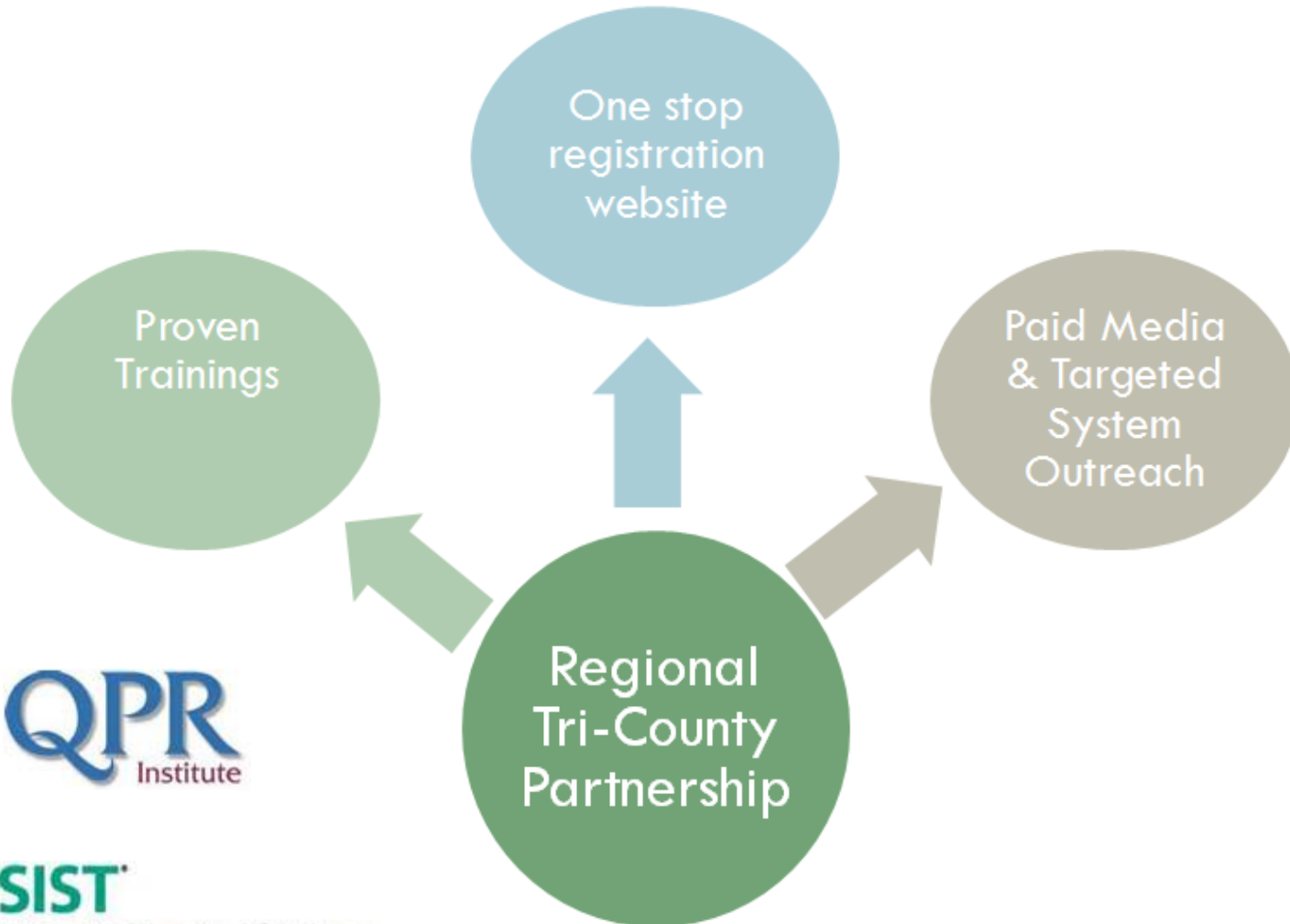
# Hope & Healing in Clackamas



# More Training = More HELP

GET TRAINED  
TO HELP.COM

*Mental health matters for all.*



**ASIST**

*Applied Suicide Intervention Skills Training*

# Shattering Stigma with Stories



- Conversations about Mental Health with Communities of Faith.
  - Creating an open dialogue around the issues of mental health.
  - Gaining a deeper understanding of life with mental illness.
  - Gaining skills to respond compassionately and effectively to those who live with mental illness and their families or friends.



# “No Really, We Want You to Laugh”



- Stand-UP for Mental Health-Oregon
  - ▣ Transforming struggles with mental illness through the power and art of stand-up comedy.



# Moving Beyond Stigma



We need  
to do  
more than  
change  
attitudes.

We need  
to change  
behaviors.

- Mental Health Conditions are:
  - Common & Treatable
  - The results of RECOVERY can be amazing and life changing.
  
- Starting the conversation is critical to:
  - Taking care of ourselves
  - Supporting each other
  - Saving lives

# Shine a Limelight on Mental Health



- 1. What prevents people from seeking the help they need?
- 2. How are we partnering to ensure that our citizens access the help they need?

WERE  
ALLIN  
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# THANK You!



□ Questions? Comments.



Lime-green for  
#MentalHealthAwareness  
I wear mine with PRIDE!



**Nina Danielsen**

Health Promotion Coordinator

Clackamas Behavioral Health

[ndanielsen@clackamas.us](mailto:ndanielsen@clackamas.us)

503.742.5309



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M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 7, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Accepting the Traffic Safety Commission's 2014 Annual Report

<b>Purpose/Outcomes</b>	Acceptance of the Clackamas County Traffic Safety Commission's (TSC) 2014 Annual Report.
<b>Dollar Amount and Fiscal Impact</b>	NA
<b>Funding Source</b>	NA
<b>Safety Impact</b>	The TSC's primary duties and responsibilities are to work towards programs that reduce injuries and fatalities due to traffic crashes throughout the County.
<b>Duration</b>	This report reflects work completed by the TSC during the 2014 calendar year.
<b>Previous Board Action</b>	The BCC has accepted annual reports from the TSC since its inception in 1980.
<b>Contact Person</b>	Joe Marek, TSC Staff Liaison – DTD Engineering 503-742-4705

**BACKGROUND:**

The Clackamas County Traffic Safety Commission (TSC) is an advisory committee established by the Clackamas County Board of Commissioners in 1980. The primary duties and responsibilities of the TSC are to work towards programs that reduce injuries and fatalities due to traffic crashes throughout the County.

The TSC is very committed to the safety of the County's transportation system and have dedicated countless time, effort and expertise in their roles as members of this commission. They share in Clackamas County's firm belief that citizens can play an important part in the development of policies and programs for traffic safety in our County.

Attached please find the 2014 Traffic Safety Commission (TSC) annual report. The listed highlights and projects have been completed because of the energy and dedication of this very active group of citizens.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners accept the Traffic Safety Commission's annual report for 2014.

Sincerely,

Mike Bezner, PE  
Transportation Engineering Manager





# **TRAFFIC SAFETY COMMISSION**

**ANNUAL REPORT  
2014**

*"Celebrating 34 Years of Traffic Safety Advocacy"*

# **2014 TRAFFIC SAFETY COMMISSION ANNUAL REPORT**

## **EXECUTIVE SUMMARY**

The Clackamas County Traffic Safety Commission (TSC) is pleased to submit its 2014 Annual Report summarizing the efforts of this citizen commission. Promotion of traffic safety and providing recommendations to the Traffic Engineering Section is a key role for this volunteer citizen commission since its formation 34 years ago in 1980. During 2014, the commission's eleven members collectively dedicated approximately 300 hours of their time towards a variety of traffic safety causes.

Following successful adoption of the Transportation Safety Action Plan (TSAP), the TSC has been focusing on providing valuable input into keeping the road network safe and implementing goals set forth in the TSAP. The TSAP goal is to reduce Fatal and Serious Injury Crashes 50 percent by 2022. The TSC recruited for several new members who started in March. Staff provided an overview of the TSC and outlined the roles of the County Engineering Department, the TSC and the TSAP. The high focus of safety for the County has been built upon a legacy of dedicated citizen's guiding the County's safety efforts since the formation of the TSC in 1980.

The TSC provided input into a number of safety projects including a Road Safety Audit on Beavercreek Road at Unger Road, Canby-Marquam Highway from Canby to Highway 211, and the Rosemont Trail. In addition, the group reviewed a pilot project that combined a Road Safety Audit with a Health Impact Assessment along McLoughlin Boulevard between Hull Avenue and Boardman Avenue.

The largest event for the TSC was staffing the safety booth at the 2014 Clackamas County Fair answering traffic safety questions and distributing safety materials. TSC members coordinated and provided 100 percent coverage of the booth, a very impressive demonstration of their commitment to safety.

The TSC greatly appreciates the support of the Board of County Commissioners, Barb Cartmill, DTD Department Director, Mike Bezner, Assistant DTD Director as well as liaison staff and Danielle Couch. With this support, the TSC looks forward to 2015 and continuing to reduce injuries and fatalities on roadways within the County.

Respectfully submitted:

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**Chris Larsen, Chair**

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**Joseph F. Marek, PE, PTOE, Staff Liaison**

## **INTRODUCTION**

**T**he Clackamas County Traffic Safety Commission (TSC) is an advisory committee established by the Clackamas County Board of Commissioners in 1980. The primary duties and responsibilities of the TSC are to work towards programs that reduce injuries and fatalities due to traffic crashes throughout the County.

The TSC consists of up to twelve private citizens, one student, and three staff members represented by; Traffic Engineering (2), and Sheriff's Office (1). Traffic safety encompasses the five "E's"; Engineering, Education, Enforcement, Emergency Services and Evaluation.

The five E's are addressed within the functional areas as listed below:

- Alcohol/drugs related to traffic safety
- Codes and laws related to traffic safety
- Driver education
- Highway design, construction and maintenance
- Identification and surveillance of crash locations
- Pedestrian & bicycle safety
- Traffic data
- School bus & school zone safety
- Traffic control devices

This effective group of volunteers contributes many hours, effort and expertise to help make the County road system safer for all users and share in the County's firm belief that citizens can play an important part in the development of policies and programs for Clackamas County. This commission is a member of the Alliance for Community Traffic Safety (ACTS) of Oregon.

## **MISSION STATEMENT**

**T***o give the citizens of Clackamas County a forum to voice traffic safety concerns, evaluate related issues, provide a liaison with County agencies and promote traffic safety.*

## 2014 TRAFFIC SAFETY COMMISSION MEETING HIGHLIGHTS

January	<ul style="list-style-type: none"> <li>• <i>Elected Chair/Vice Chair</i></li> <li>• <i>Discussed safety efforts on SE 242<sup>nd</sup>, Beaver Creek Road/Unger Road, Canby-Marquam Road – Road Safety Audit (RSA)</i></li> <li>• <i>Discussed grant for combined Road Safety Audit and Health Impact Assessment (HIA) on McLoughlin Boulevard</i></li> </ul>
February	<ul style="list-style-type: none"> <li>• <i>Interviewed TSC candidates</i></li> </ul>
March	<ul style="list-style-type: none"> <li>• <i>New member orientation to TSC/summary of Drive to Zero (DTZ) Program</i></li> <li>• <i>Discussed Canby-Marquam Highway RSA</i></li> <li>• <i>Discussed McLoughlin Blvd. RSA &amp; HIA</i></li> </ul>
April	<ul style="list-style-type: none"> <li>• <i>New/existing member Question/Answer session</i></li> <li>• <i>Discussed budget and safety allocations for 2014/15 budget</i></li> <li>• <i>Updated on progress of Canby-Marquam Highway RSA</i></li> <li>• <i>Updated on progress of McLoughlin Blvd. RSA &amp; HIA</i></li> </ul>
May	<ul style="list-style-type: none"> <li>• <i>Field Trip – Tri-Met bus tour and on-road education drive</i></li> </ul>
June	<ul style="list-style-type: none"> <li>• <i>Discussed Rosemont Trail and issue of opening it to bikes</i></li> <li>• <i>Discussed reflectorized buttons on Stafford and Wilsonville Roads</i></li> <li>• <i>Discussed crash data for our Transportation Safety Action Plan (TSAP)</i></li> <li>• <i>Planning preparation for County Fair</i></li> </ul>
July	<ul style="list-style-type: none"> <li>• <i>No Meeting</i></li> </ul>
August	<ul style="list-style-type: none"> <li>• <i>Discussed most recent preliminary fatality list from ODOT</i></li> <li>• <i>Staffed TSC booth at County Fair</i></li> <li>• <i>Updated on progress of McLoughlin Blvd. RSA &amp; HIA</i></li> </ul>
September	<ul style="list-style-type: none"> <li>• <i>Discussed most recent preliminary fatality list from ODOT</i></li> <li>• <i>Discussed how County Fair went and changes for 2015</i></li> <li>• <i>Reviewed McLoughlin Blvd. RSA &amp; HIA</i></li> <li>• <i>Discussed bylaw and SOP merger</i></li> <li>• <i>Staffed TSC booth at Danielson's Safety Fair</i></li> </ul>
October	<ul style="list-style-type: none"> <li>• <i>Discussed most recent preliminary fatality list from ODOT</i></li> <li>• <i>Discussed how Danielson's Safety Fair went</i></li> <li>• <i>Updated group on latest TSAP efforts</i></li> <li>• <i>Discussed Drive To Zero outreach ideas for 2015</i></li> <li>• <i>Discussed updates to Safety Wheel questions – subcommittee effort</i></li> <li>• <i>Continued work on Bylaws and SOP's</i></li> </ul>
November	<ul style="list-style-type: none"> <li>• <i>Guest, Karen Buehrig – Transportation Planning Manager, discussed Capital Improvement Program projects</i></li> <li>• <i>Discussed Drive-To-Zero outreach strategies</i></li> <li>• <i>Discussed Safety Wheel question updates</i></li> </ul>
December	<ul style="list-style-type: none"> <li>• <i>Played Traffic Safety Jeopardy</i></li> </ul>

## ATTENDANCE CLACKAMAS COUNTY TRAFFIC SAFETY COMMISSION

Status	Name	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14		
Member	Albrecht, Catherine			X	X	Field Trip	X	No Meeting	X	X	X		X		
Member	Burke, Brian	X	X	X					X	X	X	X	X	X	
Member	Fontaine, Bruce			X	X		X			X	X	X		X	
Member	Fudali, Steve			X	X		X			X	X	X		X	
Member	Karl, Bob	X	X	X	X		X		X	X	X	X		X	
Member	Larsen, Chris				X		X		X	X	X	X			
Member	Loveness, Bryan	X	X	X	X		X		X	X		X	X	X	
Member	McCarty, Nathan			X	X		X		X	X	X	X	X	X	
Member	McVeigh, Brandon	X	X						X						
Member	Straightmillan, Phyllis		X	X	X		X		X	X	X	X		X	X
Member	Vonderheit, Carol			X			X					X	X	X	
Member	Wilson, Michael		X	X					X	X	X	X			
Staff	<b>Marek Joe</b>	X	X		X		X		X	X	X	X	X	X	
Staff	<b>Couch Danielle</b>	X		X	X		X		X		X	X	X	X	

Legend	
	Unexcused absence or resigned
	Excused absence
	Not on board
X	Attended

# CLACKAMAS COUNTY TRAFFIC SAFETY COMMISSION



## SPECIAL FEATURE:

- **Citizen Dedication**



National Strategy On Highway Safety®  
**PROUD PARTNER**  
TowardZeroDeaths.org

# Clackamas County Traffic Safety Commission

## Dedicated Citizens Creating a Safer Tomorrow





National Strategy On Highway Safety<sup>®</sup>  
**PROUD PARTNER**  
TowardZeroDeaths.org

- Continuous meetings since 1980
- 10 meetings/year
- 100% coverage at TSC booth at County Fair
- Ideas/enthusiasm
- Compassion/care
- Guidance on safety work





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May 7, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to Apply for the Oregon Criminal Justice Commission Specialty Court Grant Funding

<b>Purpose/Outcomes</b>	The intent of the project is to reduce recidivism for those individuals living with mental illness who have become known to the criminal justice and behavioral health systems. Mental Health Court is an evidence based program which provides extensive coordination between the systems to maintain individuals in the community and out of our jails.
<b>Dollar Amount and Fiscal Impact</b>	The request is for \$467,200 total for the two year funding period. There will also be revenue generated by mental health and substance abuse insurance fees for services provided to these individuals.
<b>Funding Source</b>	State Of Oregon Criminal Justice Commission. The funding source is state general fund dollars. No County General Funds will be needed for this program. There is no financial or in-kind match required.
<b>Safety Impact</b>	The participants of this program are all involved in the criminal justice system. National recidivism rates are 54 percent re-incarceration for people with severe mental illness and 68 percent for those with co-occurring mental illness and substance abuse disorders. Neighboring Clark County research shows that <i>"the average number of arrests among participants one year after enrollment in mental health court was more than four times lower than the average number of arrests in the year before they entered the program. In addition, participation was associated with a 62 percent reduction in re-arrest for probation violations."</i>
<b>Duration</b>	July 1, 2015 – June 30, 2017
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Tracy Garell, Clackamas Health Centers – Behavioral Health Centers Manager 503 723 4803
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Clackamas Health Centers Division is requesting approval to apply for a \$467,200 grant on behalf of Clackamas County Mental Health Court Program. Coordination between the Criminal Justice System and the Treatment System using the Specialty Court Model is an evidence-based practice.

The current Circuit Court Judge presiding over the Mental Health Court Program is the Honorable Kathie Steele. She has provided oversight of this Specialty Court for more than 3 years. The Judge developed a docket which she calls the "Public Safety Docket". Individuals placed on this docket are those living with very serious mental illness and are not currently served by the Mental Health Court Treatment Team. This grant provides the capacity to treat these individuals within the Mental Health Court Program.

*Healthy Families. Strong Communities.*

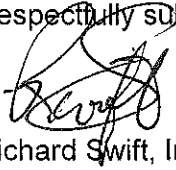
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

**RECOMMENDATION:**

Staff recommends Board approval to apply for these funding opportunities and authorizes Richard Swift, H3S Interim Director, to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over a faint, illegible printed name.

Richard Swift, Interim Director

COPY

May 7, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

**Board Order # \_\_\_\_\_ Approval of Mental Health Director's  
Designee to Authorize a Custody Hold Under ORS 426.233**

<b>Purpose/Outcomes</b>	The Clackamas County Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of Kathryn Whipple, LCSW, Shana Peyser, LCSW, Hazel Whitman, LCSW with Clackamas Health Centers, Joseph Acciaioli, LCSW, Gina Guerin, MSW, Mo Naanyane, MSW with Cascadia, Melanie Swallow, MSW with Life Works, Sharmin Rahman, MSW, Golden Touch Health Care Agency, Heather Bell, CSWA, Heidi Nicewander, MSW with Columbia Care, Elisabeth Kornberg, MSW Center for Family Therapy by the CCBH Director as additional designee authorized under ORS 426.233.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	None
<b>Duration</b>	Effective May 7 <sup>th</sup> , 2015 through duration of employment
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Martha Spiers, Mental Health Program Mgr. – Behavioral Health Division – 503-742-5833
<b>Contract No.</b>	N/A

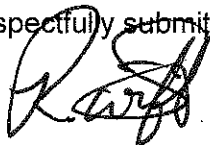
**BACKGROUND:**

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

**RECOMMENDATION:**

Staff recommends the Board approve the Board Order of Kathryn Whipple, LCSW, Shana Peyser, LCSW, Hazel Whitman, LCSW with Clackamas Health Centers, Joseph Acciaioli, LCSW, Gina Guerin, MSW, Mo Naanyane, MSW with Cascadia, Melanie Swallow, MSW with Life Works, Sharmin Rahman, MSW, Golden Touch Health Care Agency, Heather Bell, CSWA, Heidi Nicewander, MSW with Columbia Care, Elisabeth Kornberg, MSW Center for Family Therapy, as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Richard Swift, Interim Director

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

In the Matter of the Designation of  
Kathryn Whipple, LCSW, Shana Peyser,  
LCSW, Hazel Whitman, LCSW with  
Clackamas Health Centers, Joseph  
Acciaioli, LCSW, Gina Guerin, MSW, Mo  
Naanyane, MSW with Cascadia, Melanie  
Swallow, MSW with Life Works, Sharmin  
Rahman, MSW with Golden Touch Health  
Care Agency, Heather Bell, CSWA, Heidi  
Nicewander, MSW with Columbia Care,  
Elisabeth Kornberg, MSW, Center for  
Family Therapy as Mental Health Director  
Designees to Direct Peace Officer Custody  
Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Rich Swift, Interim Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Kathryn Whipple, LCSW, Shana Peyser, LCSW, Hazel Whitman, LCSW with Clackamas Health Centers, Joseph Acciaioli, LCSW, Gina Guerin, MSW, Mo Naanyane, MSW with Cascadia, Melanie Swallow, MSW with Life Works, Sharmin Rahman, MSW with Golden Touch Health Care Agency, Heather Bell, CSWA, Heidi Nicewander, MSW with Columbia Care, Elisabeth Kornberg, MSW, Center for Family Therapy, as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

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

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Kathryn Whipple, LCSW, Shana Peyser, LCSW, Hazel Whitman, LCSW with Clackamas Health Centers, Joseph Acciaioli, LCSW, Gina Guerin, MSW, Mo Naanyane, MSW with Cascadia, Melanie Swallow, MSW with Life Works, Sharmin Rahman, MSW with Golden Touch Health Care Agency, Heather Bell, CSWA, Heidi Nicewander, MSW with Columbia Care, Elisabeth Kornberg, MSW, Center for Family Therapy, as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 7<sup>th</sup> day of May, 2015.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

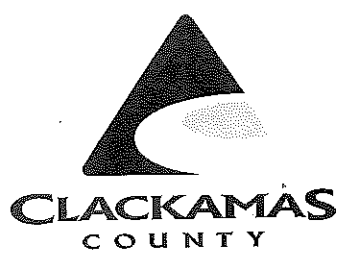
(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

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

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

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

COPY



M. BARBARA CARTMILL  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 7, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement No. 30447 with  
Oregon Department of Transportation for the OR-213 at Union Mills Road Project**

<b>Purpose/Outcomes</b>	Enter into an agreement with Oregon Department of Transportation for the design and construction of a 300-foot right-turn lane westbound on Union Mills Road.
<b>Dollar Amount and Fiscal Impact</b>	Total project cost \$900,484.
<b>Funding Source</b>	Federal-Aid Multimodal Transportation Enhance Program (MTEP): \$808,004 County Road Fund: \$92,120
<b>Safety Impact</b>	A dedicated right-turn lane will increase the capacity and function of the intersection and likely decrease intersection-related accidents.
<b>Duration</b>	Upon execution through completion of the project.
<b>Previous Board Action</b>	11/20/12: The BCC provided a letter of support for the 2015-18 State Transportation Improvement Program (STIP) "Enhance" Funding
<b>Contact Person</b>	Joel Howie, DTD Project Manager @ 503-742-4658

**BACKGROUND:**

As part of the Multimodal Transportation Enhance Program (MTEP) the Department of Transportation and Development (DTD) has received funding to construct roadway improvements on Union Mills Road just adjacent to its intersection with Oregon Highway 213. The current right-hand turn lane is too narrow and short to accommodate large trucks often travelling on this road from rural agricultural areas. Without a dedicated turn lane, traffic often backs up causing other vehicles to wait to make a left-hand turn. The lack of a right-hand turn lane also causes safety concerns for cars and trucks at the intersection.

The improvements will consist of a 300-foot long, dedicated right-turn lane westbound on Union Mills Road. The project will be implemented by the Oregon Department of Transportation (ODOT) with input from DTD. ODOT has a project on OR-213 to increase sight distance at the Union Mills Intersection and will combine the projects into one construction project to provide economies to scale and less disruption to the area. Funding for the project will be from Multimodal Transportation Enhance Program (89.73%) with the match (10.27%) coming from the County's road fund.

The IGA has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the attached Intergovernmental Agreement No. 30447 for the OR-213 at Union Mills Road Project.

Sincerely,



Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Joel Howie, Civil Engineering Supervisor at (503) 742-4658

**LOCAL AGENCY AGREEMENT  
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)**

**Project Name:** OR-213 at Union Mills Road

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the **Clackamas County**, acting by and through its Board of Commissioners, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. OR-213 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Union Mills Road is part of the county road system and under the jurisdiction and control of the Agency.

**NOW THEREFORE** the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**DEFINITIONS:**

1. "Funding Ratio" means the relationship between MTEP funds and Total Project Cost and Other funds and the Total Project Cost. This ratio is established at the time the agreement is executed and does not change during the course of the project. The ratio governs the obligation of MTEP funds at the time of construction/consultant award or Project Closeout.
2. "Match" means the minimum amount the state or local entity must contribute to match the federal aid funding portion of the Project.
3. "MTEP" means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds.
4. "Other funds" means other funding required to complete the project including but not limited to state, federal, and agency funds.
5. "Project Closeout" means project is ready to close as there are no more expenditures associated with project.
6. "Project Overruns" means the final cost estimate at contract award exceeds the estimated Total Project Cost estimate in this Agreement, or the final actual project costs exceed the final cost estimate at contract award.



7. "Project Underrun" means the final cost estimate at contract award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at contract award.
8. "Total Project Cost" means the estimated amount as shown in this Agreement. This amount will include MTEP funds, local matching funds, and other funds as required to complete project as stated in this Agreement.

## TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to the State designing, acquiring right-of-way for, and constructing improvements to OR-213 at Union Mills Road on behalf of Agency, hereinafter referred to as "Project" and is further defined below. The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A", and by this reference made a part of hereof.
2. The Project Description and Deliverables are as follows:  
  
Description: Design, acquire right-of-way (ROW) for, and construct a widened right turn lane at the intersection of Union Mills Rd and OR-213  
  
Deliverables:
  - Construct approximately 300-foot right-turn lane westbound on Union Mills Rd
  - Right-of-way acquisition to accommodate widening
  - Landscaping and sign replacement
3. Both Parties agree that an amendment to this Agreement is required if any changes are made to the project as described in Project Description and Deliverables.
4. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$900,484, which is subject to change. MTEP federal and state funding for this Project shall be limited to \$808,004. Agency shall be responsible for all remaining costs, including match and any non-participating costs, and all costs in excess of the available federal or state funds.
5. The Funding Ratio for this Project is 89.73% MTEP funds to 10.27% Agency funds and applies to Project Underruns. The funding ratio does not apply in the case of Project Overruns.
6. If, at the time of contract award or Project Closeout, the Project underruns the estimated Total Project Cost in this Agreement, MTEP funding and Other funds will be obligated proportionally based on the Funding Ratio. Any unused MTEP funds, will be retained by State, and will not be available for use by Agency for this Agreement or any other projects.
7. Project Overruns which occur at the time of contract award, and or at the time of Project Closeout are the responsibility of the Agency.

8. Project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and contract change orders, as applicable shall be mutually agreed upon between the Agency and the State, as these decisions may impact the Total Project Cost. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
9. Agency shall fulfill the match requirement in accordance with provisions described in paragraph 8.c of the Federal Standard Provisions, attached hereto, marked "Attachment No. 2", and by this reference made a part hereof.
10. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
11. This Agreement is contingent upon an amendment to the Statewide Transportation Improvement Program (STIP) to add the Project or adjust funding and a subsequent approval by the Oregon Transportation Commission (OTC). If the STIP amendment does not occur, this Agreement shall be considered null and void.
12. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
13. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
14. This Agreement may be terminated by mutual written consent of both Parties.
15. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
16. Agency may terminate this Agreement effective upon delivery of written notice to State, or at such later date as may be established by Agency, under any of the following conditions:
- a. If State fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If State fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Agency fails to correct such failures within ten (10) days or such longer period as Agency may authorize.
  - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
17. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
18. Subject to the limitations of liability for public bodies set out in the Oregon Tort Claims Act, ORS 30.260 to 30.200, and the Oregon Constitution, Agency agrees that in all instances where the loss or claim is attributable to the negligent acts or omissions of Agency in its performance of this agreement, Agency shall hold harmless, defend, and indemnify State, including its officers, agents, and employees, against all claims, demands, actions, and suits, including all attorney fees and costs.
19. Subject to the limitations of liability for public bodies set out in the Oregon Tort Claims Act, ORS 30.260 to 30.200, and the Oregon Constitution, State agrees that in all instances where the loss or claim is attributable to the negligent acts or omissions of State in its performance of this agreement, State shall hold harmless, defend, and indemnify Agency, including its officers, agents, and employees, against all claims, demands, actions, and suits, including all attorney fees and costs.
20. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

21. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
22. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
24. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
25. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
26. State Contact for this Agreement is Kelly Brooks, Region 1 Enhance Program Manager or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
27. Agency's Contact for this Project is Joel Howie, Civil Engineering Supervisor, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**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 and conditions.

**Clackamas County**, by and through its  
Board of Commissioners

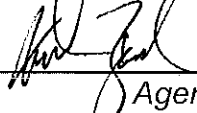
By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Recording Secretary

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By  \_\_\_\_\_  
Agency Counsel

Date 4/23/15 \_\_\_\_\_

**Agency Contact:**

Joel Howie, Civil Engineering Supervisor  
Clackamas County - Engineering Division  
Development Services Building  
150 Beavercreek Road  
Oregon City, OR 97045  
(503) 742-4658  
[jhowie@co.clackamas.or.us](mailto:jhowie@co.clackamas.or.us)

**State Contact:**

Kelly Brooks, Region 1 Enhance Program  
Manager  
123 NW Flanders Street  
Portland, OR 97225  
503.731.8245  
[kelly.brooks@odot.state.or.us](mailto:kelly.brooks@odot.state.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Enhance Program Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

EXHIBIT A – Project Location Map

**UNION MILLS ROAD AT OR-213 INTERSECTION IMPROVEMENTS**  
NON-HIGHWAY FREIGHT CONNECTIONS



**ATTACHMENT NO. 1 to Agreement No. 30447  
SPECIAL PROVISIONS**

1. State, or the consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, acquire necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments. State or the consultant shall conduct all work components necessary to complete the Project.
2. The State shall consult with the Agency prior to performing the right of way acquisition work.
3. Agency shall have the right to review all Project plans, legal descriptions and impact maps, specifications and cost estimates. Agency may, at project expense, review and approve, the documents related to the improvements located on Agency right of way prior to advertising for bids.
4. Upon State's award of the construction contract, State, or the consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with ODOT-qualified personnel, and State will make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the ODOT Construction Manual and the ODOT Inspector's Manual.
5. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
6. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per of this Agreement.
7. State and Agency agree that the useful life of this Project is defined as 20 years.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

10. Prior to Contract Final Approval, Agency and State agree to conduct a final inspection of the Project together to determine if the project improvements were constructed in a manner consistent with the contract specifications and requirements and are acceptable to both Parties.
11. Agency shall, upon Contract Final Approval, accept all improvements on Agency facilities made by State on Agency's behalf and agrees to be responsible for ongoing maintenance of such improvements.
12. Maintenance responsibilities will survive any termination of this Agreement.



## **ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS**

### **PROJECT ADMINISTRATION**

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State or its consultant, with Agency involvement shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

### **PROJECT FUNDING REQUEST**

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, the consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

### **FINANCE**

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind

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contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria in OMB CIRCULAR NO. A-133.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State

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administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

10. Agency shall follow requirements stated in the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving five hundred thousand (\$500,000) or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final invoices submitted after the three (3) months shall not be eligible for reimbursement. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR part 18 subpart 42).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
  - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State

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will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

## STANDARDS

16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or the consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or the consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
18. State and Agency agree that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any

design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or the consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

### **PRELIMINARY & CONSTRUCTION ENGINEERING**

21. Preliminary engineering and construction engineering may be performed by either a) State, b) State-approved consultant, or c) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, Title 49 CFR part 18, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.

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25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

#### **REQUIRED STATEMENT FOR United States Department of Transportation (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at [http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe\\_program.aspx#plan](http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan). Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

#### **Disadvantaged Business Enterprises (DBE) Obligations**

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work

including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

## RIGHT OF WAY

31. State and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or the consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. State or the consultant must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). State's Liaison shall contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. State or the consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

## **RAILROADS**

37. State or Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and, at Project expense, to provide railroad coordination and negotiations through the State's Utility & Railroad Liaison on behalf of Agency. However, State is under no obligation to agree to perform said duties.

## **UTILITIES**

38. State, the consultant, or Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

## **GRADE CHANGE LIABILITY**

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

## **MAINTENANCE RESPONSIBILITIES**

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of



the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

## **CONTRIBUTION**

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

## **ALTERNATIVE DISPUTE RESOLUTION**

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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## **WORKERS' COMPENSATION COVERAGE**

47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

## **LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions**

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.



M. BARBARA CARTMILL  
DIRECTOR



**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 7, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to Intergovernmental Agreement  
No. 28216 with Oregon Department of Transportation  
for the 122<sup>nd</sup> Avenue and 132<sup>nd</sup> Avenue Sidewalk Connections Project**

<b>Purpose/Outcomes</b>	This amendment changes the obligation date for the construction phase to on or before April 30, 2016.
<b>Dollar Amount and Fiscal Impact</b>	Total Project Budget: \$1,138,139 There are no changes to the existing budget.
<b>Funding Source</b>	Transportation Enhancement Grant: \$607,538 County Road Funds: \$529,601
<b>Safety Impact</b>	Will provide sidewalk connections for safe routes to schools, commercial centers, and parks benefiting students and community members.
<b>Duration</b>	The amendment extends the obligation of construction funds to April 30, 2016 and the project completion date to September 30, 2017.
<b>Previous Board Action</b>	04/12/12: BCC Approval of IGA 28216 for Transportation Enhancement Grant Funding for the subject project 04/12/12: BCC Approval of IGA 28217 for Right of Way Services for the subject project 06/05/14: BCC Approval of IGA 29903 for Right of Way Services for the subject project, which replaces IGA 28217 02/19/15: BCC Approval of resolution declaring public necessity and purpose for acquisition of rights of way and easements and authorizing negotiations and eminent domain actions
<b>Contact Person</b>	Joel Howie, DTD Project Manager @ 503-742-4658

**BACKGROUND:**

The Board of County Commissioners approved funding for the SE 122<sup>nd</sup> Avenue and SE 132<sup>nd</sup> Avenue Sidewalk Connections Project, which will provide for the construction of sidewalk connections for safe routes to schools, commercial centers, and parks benefiting students and community members. The project has been planned and located in a manner that is most compatible with the greatest public good.

The Department of Transportation and Development (DTD) experienced a delay from the Oregon Department of Transportation (ODOT) in obtaining a notice to proceed to initiate the right of way phase for the project. Once DTD received the notice to proceed, DTD developed a revised project schedule and requested ODOT to extend the obligation date for the construction phase from June 30,

2015 to April 30, 2016 and set a target completion date for construction to on or before September 30, 2017. This amendment modifies the project schedule to the proposed dates.

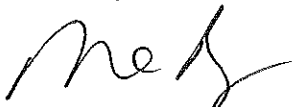
Clackamas County is currently participating in the Local Agency Certification Program addressed in Master Agreement No. 29025. The master agreement allows DTD to administer federal-aid projects off the National Highway System.

The IGA amendment has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the attached amendment to Intergovernmental Agreement 28216 for the SE 122<sup>nd</sup> Avenue and SE 132<sup>nd</sup> Avenue Sidewalk Connections Project.

Sincerely,



Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Joel Howie, Civil Engineering Supervisor at (503) 742-4658

**AMENDMENT NUMBER 01**

Oregon Department of Transportation  
LOCAL AGENCY CERTIFICATION PROGRAM  
Supplemental Project Agreement No. 28216  
Transportation Enhancement Program  
SE 122<sup>nd</sup> Avenue and SE 132<sup>nd</sup> Avenue Sidewalk Connections

**THIS AGREEMENT** is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and Clackamas County acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

It has now been determined by State and County that the Agreement referenced above shall be amended to extend the milestone dates for PS&E and Construction. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to "Exhibit B" shall hereinafter be referred to as "Revised Exhibit B."**

**Terms of Agreement, Paragraph 9, Page 2, which reads:**

9. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. The Parties agree that the target delivery date for the Project's "Plans, Specifications, and Estimates" (PS&E) package is June 30, 2014. State may withdraw all Transportation Enhancement Funds that are not obligated by Construction Phase on or before June 30, 2015, which is twelve (12) months after the obligation date assigned by State. In that event, State may reassign any TE funds not yet obligated for the Project and shall have no obligation to fund any remaining phases of work through the TE program.

**Shall be deleted in its entirety and replaced with the following:**

9. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. The Parties agree that the original target delivery date for the Project's "Plans, Specifications, and Estimates" (PS&E) package was June 30, 2014. State may withdraw all Transportation Enhancement Funds that are not obligated for the Construction Phase on or before April 30, 2016, which is ninety (90) days after the agreed completion date for Project Milestone #2, as shown in Revised

Exhibit B. In that event, State may reassign any TE funds not yet obligated for the Project and shall have no obligation to fund any remaining phases of work through the TE program.

**Terms of Agreement, Paragraph 21, Page 4, which reads:**

21. County's Project Liaison for this Agreement is James Reese, Civil Engineer, Engineering Division, Development Services Building, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4707, jamesree@co.clackamas.or.us, or assigned designee upon individual's absence. County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Shall be deleted and replaced with the following:**

21. County's Project Liaison for this Agreement is Joel Howie, Civil Engineering Supervisor, Engineering Division, Development Services Building, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4658, JHowie@co.clackamas.or.us, or assigned designee upon individual's absence. County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

**SIGNATURE PAGE TO FOLLOW**

County/State  
Agreement No. 28216

THE PARTIES, by execution of this Agreement, hereby acknowledges that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key #17881) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

**CLACKAMAS COUNTY**, acting by and through its elected officials

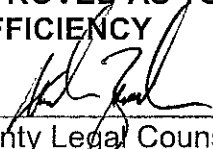
By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Recording Secretary

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By  \_\_\_\_\_  
County Legal Counsel

Date 4/23/15 \_\_\_\_\_

**County Contact:**  
Joel Howie, Civil Engineering Supervisor  
Clackamas County - Engineering Division  
Development Services Building  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4658  
JHowie@co.clackamas.or.us

**STATE OF OREGON**, acting by and through its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Active Transportation  
Section Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**State Contact:**  
Mahasti Hastings, Local Agency Liaison  
ODOT - Region 1  
123 NW Flanders Street  
Portland, OR 97209  
(503) 731-8595  
mahasti.v.hastings@odot.state.or.us

**REVISED - EXHIBIT B**  
**Progress Reports and Project Change Request Process**

**Agreement No. 28216**

**Key Number: 17881**

**Project Name: SE 122<sup>nd</sup> Avenue and SE 132<sup>nd</sup> Avenue Sidewalk Connections**

**1. Project Description**

Construct approximately 2,300 feet of new curb and sidewalk in several segments on the west side of SE 122<sup>nd</sup> Avenue and the west side of SE 132<sup>nd</sup> Avenue. These new sidewalks will fill in the missing sidewalk sections on both streets between SE Sunnyside Road and SE Hubbard Road. The sidewalks shall be at least six (6) feet wide, exclusive of curbs. .

2. This Project is subject to progress reporting and project change process as stated in paragraphs No. 3 through No. 5 below.
3. **Monthly Progress Reports (MPR)** - Agency shall submit monthly progress reports using MPR Form 734-2862, attached by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5<sup>th</sup> day of each month, starting the first month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project's construction contract.

The fillable MPR form and instructions are available at the following address:  
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

**Table 1: Project Milestones**

	<b>Milestone Description</b>	<b>Completion Date</b>
<u>1</u>	Obligation (Federal Authorization) of Enhancement Funds for the Preliminary Engineering phase of Project	October 15, 2011
<u>2</u>	Obligation (Federal Authorization) of Enhancement Funds for the Construction phase of Project	Jan 31, 2016
<u>3</u>	Project Completion based on State issuing Project Acceptance or "Second Note"	Sept. 30, 2017



- 5. Project Change Request (PCR) Process** - Agency must obtain approval from State's Contact and State's Transportation Enhancement Program Manager for changes to the Project's scope, schedule, or budget as specified in paragraphs 5a, 5b and 5c, below. Agency shall be fully responsible for all costs that occur outside the established Project scope, schedule or budget and prior to an approved PCR.
- a. Scope - A PCR is required for any significant change or reduction in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).
  - b. Schedule - A PCR is required if Agency or State's Contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
  - c. Budget - Total Project Cost and approved Enhancement funds for the Project are controlled by Terms of Agreement paragraphs 2 and 2a, on pages 1 and 2 of this Agreement. A PCR is required to obtain State's approval for increased Enhancement funds for any phase of the Project.

Agency must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A Project Change Request may be rejected at the discretion of State's Transportation Enhancement Program Manager.

The fillable PCR form and its instructions are available at the following web site:  
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

- 6. Consequence for Non-Performance** - If Agency fails to fulfill its obligations in Paragraphs No. 3 through No. 5, or does not advance the Project according to the Project Milestones, State's course of action through the duration of Agency's default shall be (1) restricting Agency consideration for future funds awarded through State's Active Transportation Section, then (2) withdrawing unused Project funds as specified in Special Provision #1 of this Agreement, and then (3) terminating this Agreement as stated in Paragraphs #15a and 15b of this Agreement.



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 7, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of 2015 Fund Exchange Agreement No. 30538  
with Oregon Department of Transportation for the SE Foster Road Paving Project**

<b>Purpose/Outcomes</b>	Enter into an agreement with Oregon Department of Transportation for a pavement overlay of SE Foster Road.
<b>Dollar Amount and Fiscal Impact</b>	Federal Fund Exchange: \$1,595,744.68 Total Agreement Amount: \$1,500,000
<b>Funding Source</b>	Federal Fund Exchange Program as part of the 2012-2015 Statewide Transportation Improvement Program (STIP)
<b>Safety Impact</b>	A pavement overlay will extend the life of the existing pavement and provide for a safer riding surface.
<b>Duration</b>	Upon execution through completion of the project.
<b>Previous Board Action</b>	No prior actions.
<b>Contact Person</b>	Joel Howie, DTD Project Manager @ 503-742-4658

**BACKGROUND:**

Clackamas County Department of Transportation and Development (DTD) received federal funding as a part of the 2012-2015 Statewide Transportation Improvement Program. The Oregon Department of Transportation (ODOT) has a fund exchange program that allows for the exchange of federal funds to state funds based on a \$94 state for every \$100 in federal funds.

DTD requested ODOT to exchange \$1,595,744.68 in federal funding for \$1,500,000 in state funding. The exchange eliminates all federal requirements for design and construction and minimizes ODOT's oversight, thereby streamlining the project and using a more efficient funding source.

Transportation Maintenance identified SE Foster Road and three connecting streets as high priority projects for resurfacing due to age, deterioration and increasing traffic volumes. The three connecting streets are Hemrich Road, Vogel Road and Troge Road. SE Foster Road is classified as a minor arterial, Hemrich Road is classified as collector road, and Vogel and Troge roads are classified as local roads. New pavement will extend the life of these roads. Bids for this paving project were received on May 5, 2015 and any construction expense in excess of this funding will be paid with County Road Fund.

The IGA has been reviewed and approved by County Counsel.

*Mike*

**RECOMMENDATION:**

Staff respectfully recommends approval of the attached 2015 Fund Exchange Agreement No. 30538 for the SE Foster Road Paving Project.

Sincerely,



Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Joel Howie, Civil Engineering Supervisor at (503) 742-4658

2015 FUND EXCHANGE AGREEMENT  
SE Foster Road Paving Project  
Clackamas County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Foster Road is a part of the County's street system under the jurisdiction and control of the Agency.
3. Foster Road is a minor arterial in a need of an overlay due to age, utility cuts, and increased traffic volumes.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the road overlay on the full width of the roadway including intersections. Replacement of striping will be required and grinding to match existing roads, hereinafter referred to as "Project." The Project location map is attached hereto as Exhibit A and by this reference made a part hereof.
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2015 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal

4. Based on this ratio, Agency wishes to trade \$1,595,744.68 federal funds for \$1,500,000 state funds.
5. The term of this Agreement will begin upon execution and will terminate in two (2) calendar years unless extended by an executed amendment.
6. The Parties agree that the exchange is subject to the following conditions:
  - a. The federal funds transferred to State may be used by State at its discretion.
  - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
    - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
    - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
  - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
  - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$1,500,000. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
  - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
  - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
  - g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504

of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a quarterly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$1,500,000, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
  - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
    - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
    - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
    - A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
    - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
  - iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  - m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
  8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
  9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
  10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be

effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**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 and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on March 21, 2012, as a part of the 2012-2015 Statewide Transportation Improvement Program (STIP) (or subsequently approved by amendment to the STIP).

The Program and Funding Services Manager approved the Fund Exchange on February 18, 2015.

**Signature Page to Follow**



**CLACKAMAS COUNTY**, by and through  
its elected officials

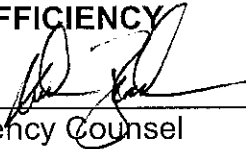
By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Recording Secretary

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By  \_\_\_\_\_  
Agency Counsel

Date 4/28/15

**Agency Contact:**

Joel Howie, Civil Engineering Supervisor  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4658  
JHowie@co.clackamas.or.us

**State Contact:**

Justin Shoemaker, Local Agency Liaison  
123 NW Flanders Street  
Portland, OR 97209  
(503) 731-8485  
justin.d.shoemaker@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Project Services Manager

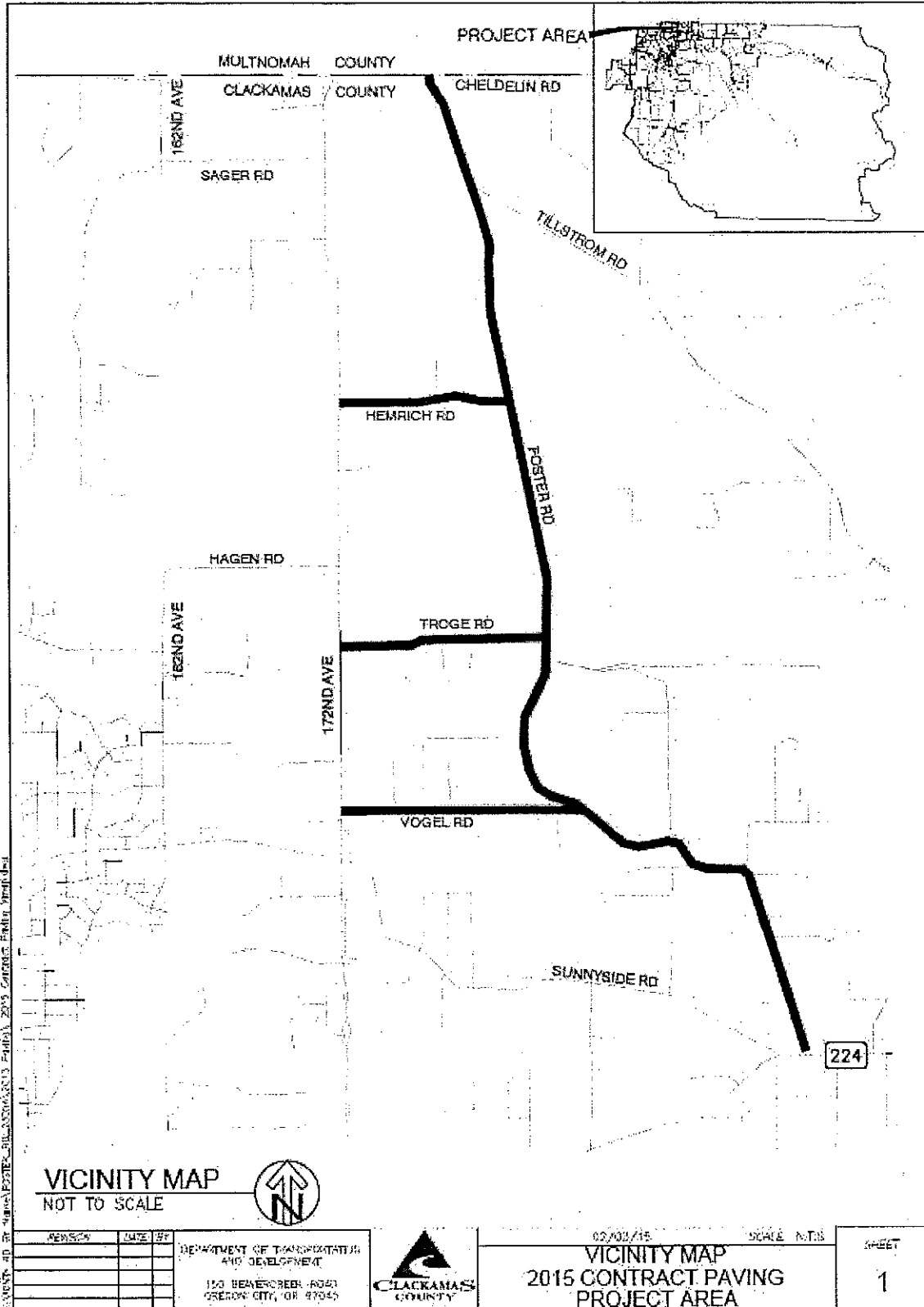
Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

# EXHIBIT A – Project Location Map



# Approval of Previous Business Meeting Minutes:

April 16, 2015

(minutes attached)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports of this meeting can be viewed at*

<http://www.clackamas.us/bcc/business.html>

**Thursday, April 16, 2015 – 6:00 PM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT: Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader**

**EXCUSED: Commissioner John Ludlow, Chair  
Commissioner Tootie Smith**

### **CALL TO ORDER**

- Roll Call

Chair Ludlow and Commissioner Smith are attending a training and will not be in attendance today. Commissioner Bernard, Vice Chair, will serve as Chair for this meeting.

- Pledge of Allegiance

### **I. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Jose Hernandez, Milwaukie – stated the property tax exemption form of disabled veteran's needs to be updated.
2. Mack Woods, Canby – spoke regarding property taxes and veterans.
3. Les Poole – Gladstone – spoke regarding light rail and Park Ave. transit center and conflict of interest.

### **II. PUBLIC HEARING**

1. Second Reading of Ordinance No. 04-2015 Amending the Clackamas County Code to add Chapter 8.09 Establishing Time, Place and Manner Regulations for Medical Marijuana Dispensaries and Declaring an Emergency

Dan Chandler, County Administration and Nate Boderman, County Counsel presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and stated there are several folks signed up to speak.

<http://www.clackamas.us/bcc/business.html>

1. Susie Tracy, Estacada - encouraged the Board's stewardship over this process including land use issues.
2. Shirley Morgan, Welches – has several concerns including public safety, child safety, and keeping dispensaries in the UGB.
3. Todd Fulscher, Portland – wants to open a dispensary in Rhodendron – the State has approved their location, but not conforming to Clackamas County.
4. Randy Rapaport, Portland – having a dispensary on Mt. Hood would be safe access and job creation.
5. Elizabeth Russell, Oregon City – thanked the Board for their firm position on buffers around schools and family sensitive areas – concerned about enforcement.
6. Erin Purchase, Oregon City – opposes the strict regulation on this ordinance, she and her daughter are medical marijuana patients.
7. Jennifer Valley, Happy Valley – stated medical marijuana is crucial for pain management and end of life care – it also helps keep health care cost down.
8. Jeremy Wheeler, Milwaukie – asked if the Board to use the State buffer limitations for schools.

9. Mike Mullins, Happy Valley – feels the restrictions on the ordinance are unreasonable.
10. Jo Haverkamp, Oregon City - objects to marijuana dispensaries – should be mandated by the federal government.
11. Matt Walstatter, Portland – he is a medical marijuana patient – stated dispensaries make neighborhoods safer – need to consider the zoning.
12. Nicole Moore, Keizer – ask if the Board could postpone the decision on this issue.

~Board Discussion~

Chair Bernard closed the Public Hearing and asked for a motion to read the Ordinance by title only.

**MOTION:**

Commissioner Savas: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the motion passes 3-0. He asked the Clerk to read Ordinance No. 04-2015 by title only – then asked for a motion to adopt the ordinance.

**MOTION:**

Commissioner Schrader: I move we adopt Ordinance No. 04-2015 Amending the Clackamas County Code to add chapter 8.09 establishing time, place and manner regulations for medical marijuana dispensaries and declaring an emergency.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the motion passes 3-0.

**III. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title – he then asked for a motion.

**MOTION:**

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the motion passes 3-0.

**A. Health, Housing & Human Services**

1. Approval of an Intergovernmental Agreement with the City of Portland for Homeless Management Information System (HMIS) Services – *Housing & Community Development*
2. Approval of an Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for Clackamas Early Learning Hub Services – *Children, Youth & Families*

3. Approval of Amendment No. 2 to an Intra-Agency Agreement with Clackamas County Health Centers Division, Behavioral Health Clinic to Provide Outpatient Mental Health Services – *Behavioral Health*
4. Approval of Amendment No. 1 to Intergovernmental Agreement No. 4400000571 with Multnomah County Department of Human Services, Aging and Disability Division for Care Transition Services – *Social Services*
5. Approval of a Renewal Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) – *Social Services*
6. Approval to Apply for a Grant Renewal with the State of Oregon, Housing and Community Service Department to Administer Community Resource Division Funds for the Variety of Social Services Programs – *Social Services*

**B. Finance Department**

1. Approval of Amendment No. 10 to the Contract Documents with Moss Adams LLP for Annual Audit Services

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Enter into an Annual Operating Plan and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest - *CCSO*

**D. Department of Employee Services**

1. Approval of the Labor Contract between Clackamas County and the Federation of Oregon Parole and Probation Officers (FOPPO)

**E. County Administration**

1. Authorization to Submit a Letter of Intent for Metro Community Planning and Development Grant for the Stafford Area Transportation Study

**IV. DEVELOPMENT AGENCY**

1. Approval of Amendment No. 1 to a Cooperative Improvement Agreement with Oregon Department of Transportation for Intersection Improvements at 82<sup>nd</sup> Avenue and Monterey Avenue
2. Approval of a Memorandum of Understanding with North Clackamas School District No. 12 for Design Construction and Assistance and Construction Funding of Four Improvement Projects at the Wichita Center for Family and Community

3. Approval of Amendment No. 1 to the Contract Documents with Harper Houf Peterson Righellis Inc. for Consulting Services for Engineering Design and Construction Plans for the Monterey Avenue Extension Project - *Purchasing*

**V. COUNTY ADMINISTRATOR UPDATE**

<http://www.clackamas.us/bcc/business.html>

**VI. COMMISSIONERS COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

**MEETING ADJOURNED – 7:12 PM**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.**

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



DAN JOHNSON  
MANAGER

**DEVELOPMENT AGENCY**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Elting Northwest Inc for the  
Monterey Avenue Extension Project**

<b>Purpose/ Outcomes</b>	This contract provides for construction of the Monterey Avenue extension from 82 <sup>nd</sup> Avenue to Fuller Road.
<b>Dollar Amount and Fiscal Impact</b>	The contract amount is \$2,984,311.85, which is approximately 13% lower than the engineer's construction cost estimate.
<b>Funding Source</b>	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District - no County General Funds are involved.
<b>Safety Impact</b>	This project includes an improved signalized intersection, bike lanes, sidewalks and lighting.
<b>Duration</b>	The contract will terminate on March 31, 2016.
<b>Previous Board Action</b>	The Board of County Commissioners previously approved a design and engineering contract with HHPR on September 12, 2013 and an amendment to that contract for construction management on April 16, 2015
<b>Contact Person</b>	David Queener, Senior Project Planner, Clackamas County Development Agency – (503) 742-4322

**BACKGROUND**

The Development Agency is preparing to begin construction of the Monterey Avenue extension. This project extends Monterey Avenue from 82<sup>nd</sup> Avenue to Fuller Road and includes a new two-lane roadway, sidewalks, bike lanes, street lighting, storm drainage, bridge structure, and signal modifications at Monterey/82<sup>nd</sup> Ave.

The Agency advertised for construction bids with a submittal deadline of April 1<sup>st</sup>. Ten sealed bids were received with Elting Northwest, Inc. submitting the low bid of \$2,984,311.85. The next low bid was \$3,050,784.00 and the engineer's estimate was \$3,425,000.00.

The project specifications require substantial completion by November 30, 2015 and a contract expiration date of March 31, 2016.

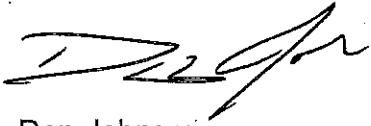
This contract has been reviewed and approved by County counsel.



**RECOMMENDATION:**

Staff recommends the Board approve and sign the contract documents with Elting Northwest, Inc. for construction of the Monterey Avenue extension project.

Respectfully submitted,



Dan Johnson  
Development Agency Manager

Placed on the May 7<sup>th</sup>, 2015 Agenda by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

May 7, 2015

**MEMORANDUM TO THE BOARD OF COUNTY  
COMMISSIONERS**

Please place on the Board Agenda of May 7, 2015 this contract with Elting Northwest Inc for the **Monterey Avenue Extension Project** for the Clackamas County Development Agency. This project was requested by David Queener, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Thirty-four bid packets were sent out with ten bids received: Elting Northwest - \$2,984,311.85; Westech Construction - \$3,050,784.00; Kerr Contractors Oregon - \$3,145,122.50; Goodfellow Bros. - \$3,190,420.25; Nutter Corp - \$3,281,689.22; Tapani - \$3,324,653.10; Kodiak Pacific Construction - \$3,404,404.00; R&R General Contractors - \$3,450,451.33; Dirt & Aggregate Interchange - \$3,503,526.00; and Moore Excavation - \$3,787,469.00. After review of all bids, Elting Northwest Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$2,984,311.85. All work is to be substantially completed by November 30, 2015 with a contract completion date of March 31, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 450-6600-00-481200-30038 for fiscal years 2014/2015 and 2015/2016.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff