



**Daniel Nibouar**

Director

Disaster Management  
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June 27, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of an Intergovernmental Agreement with Metro for reimbursing costs associated with the disaster-generated debris during the January 2024 winter storm. Total value is \$20,000. Funding through Metro’s Disaster Debris Management Reserve and Grant program. No County General Funds are involved.**

|                                     |  |                           |              |
|-------------------------------------|--|---------------------------|--------------|
| <b>Previous Board Action/Review</b> | None                                   |                           |              |
| <b>Performance Clackamas</b>        | 1. Healthy, Safe, & Secure Communities |                           |              |
| <b>Counsel Review</b>               | 05/22/2024 HH                          | <b>Procurement Review</b> | N/A          |
| <b>Contact Person</b>               | Jay Wilson                             | <b>Contact Phone</b>      | 503-209-2812 |

**EXECUTIVE SUMMARY:** Metro’s Disaster Debris Grant Program reimburses local city or county government specified costs related to the management and disposal of debris generated by a qualifying disaster. Metro has made one round of grant opportunities available for the January 2024 winter storm. Disaster Management applied for and was awarded the maximum amount of \$20,000.

**RECOMMENDATION:** Staff recommends approval of the Intergovernmental Agreement with Metro.

Respectfully submitted,

Daniel Nibouar  
Director

For Filing Use Only

# Intergovernmental Agreement

Metro Contract No. 939315

This Intergovernmental Agreement (“IGA” or “Agreement”) is between Metro, an Oregon metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (“Metro”) and Clackamas County, a municipal corporation of the State of Oregon (“County”), each a “Party” and collectively, “Parties.”

## Recitals

Metro and County have authority under ORS Chapter 190 to enter into this Agreement.

Metro Code Chapter 5.11 (Disaster Debris Management Reserve and Grants) establishes a program to provide grants to local governments in the region following a disaster, to assist with costs for managing the disaster-generated debris. As enacted in the Metro Code, this program is designed to:

- Reserve funds for Metro’s own post-disaster debris management costs
- Assist with local government’s post-disaster debris management costs
- Speed recovery after disasters
- Maintain public confidence in local and regional governance after a disaster
- Support more equitable disaster debris strategies and services

County has proposed a debris removal project as outlined in the Agreement below (“County Project”) that supports and meets the intent and criteria of Metro Code Chapter 5.11.

## Terms

In consideration of the foregoing recitals and the mutual promises herein, the parties agree as follows:

### 1. Term

This Agreement is effective on the last date signed below and terminates on December 31, 2024 unless terminated or extended as provided by this Agreement.

### 2. Scope of Work

This Agreement establishes responsibilities of the Parties concerning this project. The Parties will perform Work pursuant to the Scope of Work, Exhibit A, which is incorporated into this Agreement.

### 3. Changes to Scope of Work

County authorizes Jay Wilson and Metro authorizes Cayla Pruett, or their designees, to modify the Scope of Work, upon mutual agreement in writing (email exchange is sufficient). Any changes to the payment or grant amount must be made via amendment to this Agreement.

### 4. Grant Amount

The total grant amount is \$20,000. County may use funds only for the reimbursement of approved expenses for the County Project.

### 5. Payment

Metro will disburse funds to County as set forth in the Scope of Work, Exhibit A.



# Intergovernmental Agreement

Metro Contract No. 939315

## 6. Records Maintenance and Access

The Parties must maintain all fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Parties must maintain books, documents, and other records related to the subject Agreement. The Parties must retain and keep accessible all such records for a period of six (6) years from the date of final completion of this Agreement. Each Party must make records available to the other Party and its authorized representatives, including but not limited to the staff of any department, at reasonable times and places regardless of whether litigation has been filed on any claims.

## 7. Ownership of Work Product

The Parties have unrestricted access to all work products relating to this Agreement. To the extent either Party uses any of its own property created or developed, whether arising from copyright, patent, trademark, trade secret or other similar right, in the performance of this Agreement, such property remains the property of the Party.

## 8. No Third-Party Beneficiary

Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

## 9. Indemnification

Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, County must indemnify, defend, and hold harmless Metro, its officers, employees, and agents, including assigned personnel, from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of County, its agents or assigned personnel acting within the scope of employment or pursuant to the terms of this Agreement.

## 10. Termination

This Agreement may be terminated as follows:

- A. By mutual written consent of the Parties.
- B. By any Party if another Party commits any breach or default of any covenant or obligation under this Agreement. To be effective, the party intending to terminate must give the other Party written notice of default and its intent to terminate. If the breaching Party does not entirely cure such breach, default, or failure within thirty (30) days after receipt of notice, or such longer period of cure as may be specified in the notice, then this Agreement may be terminated at any time thereafter by giving a written notice of termination.

Any termination of this Agreement does not prejudice any rights or obligations accrued to the parties before termination.

## 11. Dispute Resolution and Forum

This Agreement is to be construed according to the laws of the State of Oregon. The Parties must negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties shall attempt to settle any dispute through mediation. The Parties shall attempt to agree on a single mediator. The cost of mediation will be shared equally. If the Parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the Parties otherwise agree. If the Parties cannot agree on a mediator, or the matter is not settled during mediation, the Parties will have all other remedies available at law or in equity. Any litigation between Metro and County arising under this Agreement or out of work performed under this Agreement will



# Intergovernmental Agreement

Metro Contract No. 939315

occur, if in the state courts, in the Multnomah County Circuit Court, and if in the Federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

## 12. State and Local Law Compliance

The Parties will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement.

## 13. Discrimination Prohibited

No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit receiving funds pursuant to this Agreement.

## 14. Notices; Project Managers

All notices and other written communication between the Parties under this Agreement must be given in writing to the address or email set forth below and is deemed received (a) upon personal service, (b) upon electronic delivery, (c) three (3) days after deposit in the United States Mail, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier service. The Parties appoint the following representatives for receiving notice and as project managers for this Agreement.

Metro: Cayla Pruett  
600 NE Grand Ave.  
Portland, OR 97232  
503.851.1208  
[Cayla.pruett@oregonmetro.gov](mailto:Cayla.pruett@oregonmetro.gov)

County: Jay Wilson  
1710 Red Soils Ct., Ste 225  
Oregon City, OR 97045  
503-209-2812  
[jaywilson@clackamas.us](mailto:jaywilson@clackamas.us)

The foregoing addresses may be changed by giving written notice. Notice given in any manner other than the manners set forth above will be effective when received by the Party for whom it is intended.

## 15. Assignment

A party may not subcontract, assign, or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

## 16. Survival

All obligations relating to indemnification, default or defect in performance, limitation of liability, publicity, proprietary rights, sections of the Scope of Work relating to reporting obligations and use of equipment requirements, and obligations to make payments that become due under this Agreement prior to termination (except that payments for services not performed by the date of termination will be prorated) survive termination or expiration of this Agreement and, to the extent applicable, remain binding and in full force and effect.



# Intergovernmental Agreement

Metro Contract No. 939315

## 17. Entire Agreement; Modification; Waiver

This Agreement constitutes the entire agreement among the Parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. 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 will bind either Party unless in writing and signed by all Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement will not constitute a waiver by a Party of that or any other provision.

## 18. Choice of Law

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement will be governed by the laws of the State of Oregon and will be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

## 19. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

## 20. Authority

The representatives signing on behalf of the Parties certify that they are authorized to make this Agreement by the Party for which they sign.

### METRO

### COUNTY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

**Tootie Smith**

\_\_\_\_\_  
Printed Name

**Chair**

\_\_\_\_\_  
Title

**Clackamas County Board of Commissioners**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Exhibit A – Scope of Work

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Metro Contract No. 939315

Metro will be disbursing funds from the Disaster Debris Management Reserve and Grant program in two rounds for the January 2024 severe weather event. Funds from Round 1 will be used for residential debris cleanup assistance provided in response to the event, or for efforts to be provided in response to that event by July 31, 2024. Eligible expenses must be related to supporting debris cleanup operations on residential property in the jurisdiction.

County must use funds it receives under this Agreement only for the purposes specified in this Scope of Work and to achieve the deliverables and/or milestones as set forth in this Agreement.

County will use funds to cover part of the cost incurred in the removal of a tree roughly 200 ft in height and 60 inches in diameter that fell on a residential home in Lake Oswego, killing an occupant. Total incurred expenses to the County for removal were \$23,500. This contract covers partial reimbursement of \$20,000 to help offset the burden of expense to the County. The County has already completed removal of the tree and paid its contractor in full.

## Reporting Requirements

Upon receipt of final payment, the County will be asked to complete a short survey about their experience with this grant program. The County has already reported expenses with appropriate invoices with the application, attached hereto as Attachment 1. No further documentation of expenses beyond Attachment 1 will be required.

## Review and Approval of Grant Deliverables

Metro's Project Manager may request further information or revisions that may be necessary. Metro's Project Manager has sole discretion in determining whether the deliverables submitted are satisfactory in meeting the grant requirements.

## Payment Procedures

Upon Metro's and County's approval of this Agreement, County will provide an invoice for reimbursement in the full grant amount and Metro will disburse full grant funds to County within 30 days of Metro's receipt of the invoice.

Clackamas County Medical Examiner's Office – IDA Winter Storm Jan 14-15, 2024 – Documentation

**MANGOLD'S TREE REMOVAL SERVICE**  
Affordable Tree Care and Removal  
503-516-2300  
16083 Hwy 211 • Molalla, OR 97038  
LICENSED, BONDED, INSURED, OCB# 195276

**INVOICE #**  
11424

Customer: Clackamas Cnty. Phone: 503 655-8380  
Address: 13309 SE 84th Ave Ste 110 Clackamas  
Emergency Tree Removal

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Remove Tree from house. \$23,500.-  
Remove hazardous damaged Chimney from the House \$500.-  
Tarp off Roof to reduce possible water damage. \$1,000.-

Contract # 8231  
Project # 230124180

\$25,000.-

Performance: Mangold's Tree Removal Service crews shall arrive at the job site unannounced unless otherwise noted herein. We shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond control.

Workmanship: All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment. Unless otherwise indicated herein, Mangold's Tree Removal Service will remove wood, brush and debris incidental to the work.

Insurance: Mangold's Tree Removal Service is insured for liability resulting from injury to persons or property.

Ownership: The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained by the owner. Mangold's Tree Removal Service is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

Terms of Payment: All accounts are not payable upon receipt of invoice. A service charge of 1.5% will be added to accounts not fully paid 30 days subsequent to the invoice date. If outside assistance is used to collect the account, the customer is responsible for all costs associated with the collection, including but not limited to, attorney fees and court costs.

Authorized Signature: [Signature] Date: 1/14/24

Itemized invoice from Mangold's Tree Service – removal of tree \$23,500

Submittal for \$20,000 Metro Debris Management Grant



Task Order # ME 01/14/24

**On-Call Task Order**

|                             |                                     |                    |              |
|-----------------------------|-------------------------------------|--------------------|--------------|
| Contractor:                 | Mangold's Tree Removal Service, LLC | County Contract #: | 8231         |
| Contractor Project Manager: | Brett Eells                         | Phone:             | 503-516-2300 |
| PM Email:                   | bretteells@msn.com                  |                    |              |

|                               |  |        |              |
|-------------------------------|--|--------|--------------|
| Requesting Department/Entity: | Clackamas County Medical Examiner's Office |        |              |
| Contract Administrator:       | Cathy Phelps                               | Phone: | 503-807-5883 |
| Admin. Email:                 | cathyphe@clackamas.us                      |        |              |

|  |                                    |             |                          |
|--|------------------------------------|-------------|--------------------------|
| Project Name:  | Emergency Tree Removal Lake Oswego | Project No. | 230124180<br>Activity 01 |
| Account String:  | 230104 43100 Professional Sevices  |             |                          |
| <input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created) |                                    |             |                          |

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

1. **Scope of Work:** Coordinate with Medical Examiner's Office to remove downed tree off of home to allow for recovery of decedent.
2. **Deliverables:** Remove tree off of home, place the tree on the ground in a safe place and cover or tarp off roof.
3. **Schedule:** Removal of tree to be completed within 72 hours of signed task order.
4. **Compensation:** Payment for all work under this Task Order shall not exceed the total maximum sum of \$25,000.
5. **Additional Requirements:**

**Authorization to Proceed:**

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| Mangold's Tree Removal Service, LLC | Clackamas County                  |
| <u>Brett Eells</u> 1/14/24          | <u>Cathy Phelps</u> 1/14/24       |
| Authorized Signature Date           | Dept. Contract Administrator Date |
| <u>Brett Eells / owner</u>          |                                   |
| Name / Title (Printed)              | Dept. Director/Deputy Date        |







# Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.**

**If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

**\*\*CONCEPTION\*\***

## Section I: Funding Opportunity Information - To Be Completed by Requester

Direct Appropriation (no application)

Award type:                      Subrecipient Award              Direct Award

Award Renewal?              Yes              No

|                                     |  |
|-------------------------------------|--|
| <b>Lead Fund # and Department:</b>  |  |
| <b>Name of Funding Opportunity:</b> |  |

Funding Source:              Federal – Direct                      Federal – Pass through              State              Local

|  |  |
|--|--|
| Requestor Information: (Name of staff initiating form) |  |
| Requestor Contact Information:                         |  |
| Department Fiscal Representative:                      |  |
| Program Name & Prior Project #: (please specify)       |  |

Brief Description of Project:

Name of Funding Agency:

Notification of Funding Opportunity Web Address:

**OR**

Application Packet Attached:              Yes              No

Completed By:

Date:

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

## Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application              Non-Competing Application              Other

|   |  |   |  |
|---|--|---|--|
| Assistance Listing Number (ALN), if applicable: |  | Funding Agency Award Notification Date: |  |
| Announcement Date:                              |  | Announcement/Opportunity #:             |  |
| Grant Category/Title                            |  | Funding Amount Requested:               |  |
| Allows Indirect/Rate:                           |  | Match Requirement:                      |  |
| Application Deadline:                           |  | Total Project Cost:                     |  |
| Award Start Date:                               |  | Other Deadlines and Description:        |  |
| Award End Date                                  |  |   |  |
| Completed By:                                   |  | Program Income Requirements:            |  |
| Pre-Application Meeting Schedule:               |  |   |  |

Additional funding sources available to fund this program? Please describe:

How much General Fund will be used to cover costs in this program, including indirect expenses?

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

In the next section, limit answers to space available.

**Section III: Funding Opportunity Information** - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

**Mission/Purpose:**

1. *How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?*

2. *Who, if any, are the community partners who might be better suited to perform this work?*

3. *What are the objectives of this funding opportunity? How will we meet these objectives?*

4. *Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?*

**Organizational Capacity:**

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?*

2. *Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

3. *If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

4. *If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

**Collaboration**

1. List County departments that will collaborate on this award, if any.

**Reporting Requirements**

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

**Fiscal**


1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Other information necessary to understand this award, if any.

Program Approval:

|                      |      |   |
|----------------------|------|---|
|                      |      |  |
| Name (Typed/Printed) | Date | Signature   |

|  |
|--|
| <b>** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **</b>                             |
| <b>**ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN**</b> |

