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DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

April 16, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding with North Clackamas School District #12 for design consultation and assistance, and construction funding of four improvement projects at the Wichita Center for Family and Community

Purpose/Outcomes	This MOU outlines roles and responsibilities for design, permitting and construction funding of four projects planned by NCSD#12 at the Wichita Center for Family and Community. The four projects include construction of a wheelchair ramp at the main entrance, a crosswalk with pedestrian-activated warning signs, a 36-stall parking lot and connection of the facility to public sewer.
Dollar Amount and Fiscal Impact	The Agency will reimburse NCSD#12 fully for design, permitting and construction costs for the four projects. The maximum contribution by the Agency is capped at \$500,000. Preliminary estimates for total project costs are \$450,000 - \$500,000. NCSD#12 has applied for \$130,000 in Community Development Block Grants to leverage funding provided by the Agency.
Funding Source	Clackamas County Development Agency
Safety Impact	The installation of a wheelchair ramp at the main entrance of the Wichita Center, a crosswalk with a pedestrian-activated warning signs on King Road and construction of 36 additional parking spaces will increase public access to the facility and enhance the safety of pedestrians, particularly those with mobility challenges. Connecting the facility to public sewer will eliminate the chance of the large on-site septic system failing and adversely impacting neighboring properties or contaminating ground water.
Duration	The MOU will be in effect until September 30, 2016.
Previous Board Action	In June 2014, the Board of County Commissioners approved the Agency budget for 2014/15, which directed \$500,000 to projects at the Wichita Center.
Contact Person	Ken Itel, Senior Project Planner, Clackamas County Development Agency – (503) 742-4324

BACKGROUND

The Wichita Center for Family and Community is located in the North Clackamas Revitalization Area (NCRA) urban renewal district. The Wichita Center is operated by NCSD#12 and provides much needed social and educational services for low and moderate income families, and is particularly convenient for residents of the NCRA. The facility also provides community-based services to the

general public. Supporting these services at the Wichita Center meets the goals outlined in the NCRA plan, which include developing a community center.

The Development Agency and NCSD#12 have engaged in ongoing discussions regarding a partnership to make improvements at the Wichita Center and increase access to public services. The Agency recently assisted NCSD#12 in developing and submitting a Community Development Block Grant (CDBG) application seeking additional funding for the proposed projects. The ability to leverage CDBG funds enables the Agency to direct funds to other much needed projects in the NCRA.

This Agreement provides the basis for a cooperative working relationship for the purpose of providing design and construction services for projects at the Wichita Center for Family and Community. The projects include a wheelchair ramp at the facility's main entrance meeting ADA requirements, a 36-space parking lot, connecting the facility to public sanitary sewer and decommissioning the on-site septic system, and constructing a crosswalk with pedestrian-activated warning signals on SE King Road. The projects meet the intent of the North Clackamas Revitalization Area Plan.

A Memorandum of Understanding (MOU) was developed that outlines the roles and responsibilities of the Agency and NCSD#12. The Agency will assist with the design process and coordinate permitting with NCSD#12 and its consultants. The Agency will also provide bidding and construction management assistance to NCSD#12 and its consultants. The Agency will reimburse NCSD#12 for design and construction costs, including any matching funds for projects receiving Community Development Block Grants, up to a total of \$500,000.

Construction of the wheelchair ramp will likely occur in fall 2015. Timing of the other projects is dependent on the design and permitting process, as well as coordination with the operational needs at the Wichita Center. All projects are expected to be completed no later than September 2016.

RECOMMENDATION

Staff recommends the Board approve and sign the Memorandum of Understanding with North Clackamas School District #12 for design consultation and assistance, and construction funding of four improvement projects at the Wichita Center for Family and Community.

Respectfully submitted,



Dan Johnson
Development Agency Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CLACKAMAS COUNTY DEVELOPMENT AGENCY
AND
NORTH CLACKAMAS SCHOOL DISTRICT #12**

I. Purpose

This Memorandum of Understanding (the "Agreement") is entered into between the Clackamas County Development Agency ("Agency") and North Clackamas School District #12 ("NCSD"). This Agreement provides the basis for a cooperative working relationship for the purpose of providing design and construction services for projects at the Wichita Center for Family and Community. The projects include a new parking lot, a wheelchair ramp at the facility's main entrance meeting ADA requirements, connecting the facility to public sanitary sewer and decommissioning the on-site septic system, and constructing a crosswalk with pedestrian-activated warning signals on SE King Road. The projects described herein meet the intent of the North Clackamas Revitalization Area Plan.

II. Cooperation:

A. The Agency agrees to administer four (4) construction projects, collectively known as the Wichita Center Projects, on behalf of NCSD. The Agency will perform the following tasks;

1. Construction of a new parking lot (+/- 36 stalls). Pervious concrete is a design preference which will be evaluated.
 - a. The Agency will provide a scope of work to the NCSD consultant.
 - b. The Agency will work with the NCSD consultant on design, and verify permit and land use entitlement requirements.
 - c. The Agency will facilitate and coordinate design work, permitting and land use entitlements with NCSD and the consultant.
 - d. The Agency, along with NCSD and the consultant, will develop bid specifications and advertise the bid for construction.
 - e. The Agency will enter into a contract for construction and will provide construction management services in conjunction with the consultant and County staff.
 - f. The Agency will provide full funding for design and construction of the parking lot.
2. Construction of a crosswalk with pedestrian-activated warning signals on SE King Road.
 - a. The Agency has submitted a Community Development Block Grant ("CDBG") application on behalf of NCSD for construction funds for the pedestrian crossing.
 - b. The Agency will provide a scope of work to the NCSD consultant for design of the pedestrian crossing.

- c. The Agency will work with the NCSD consultant on design, and verify permit and land use entitlement requirements.
 - d. The Agency will facilitate and coordinate design work, permitting and land use entitlements with NCSD and the consultant.
 - e. If CDBG funding is awarded, Clackamas County Community Development ("Community Development") will act as the construction project manager. The Agency will work with Community Development, NCSD and the consultant to develop bid specifications and advertise the bid for construction.
 - f. If CDBG funds are not awarded, the Agency, along with NCSD and the consultant, will develop bid specifications and advertise the bid for construction.
 - g. If CDBG funds are awarded, the Agency will provide construction management assistance to Community Development.
 - h. If CDBG funds are not awarded, the Agency will enter into a contract for construction and will provide construction management services in conjunction with the consultant.
 - i. The Agency will fully fund design work for the pedestrian crossing.
 - j. If CDBG funds are awarded, the Agency will provide the required matching funds, and any additional funds required to complete construction.
 - k. If CDBG funds are not awarded, the Agency will fully fund the construction of the signalized pedestrian crossing.
3. Construction of a wheelchair ramp at the main entrance.
- a. The Agency has submitted a Community Development Block Grant (CDBG) application on behalf of NCSD for construction funding for the wheelchair ramp.
 - b. The Agency will provide permitting and land use entitlement assistance as necessary, and assist NCSD and NCSD's architectural consultant, BBL Architects, with design refinements.
 - c. The Agency will reimburse NCSD for additional architectural services fees paid to BBL Architects for permitting, bidding and construction management. The amount reimbursable by the Agency for work performed by BBL Architects on the wheelchair ramp shall not exceed \$15,000 without written approval by the Agency.
 - d. If CDBG funding is awarded, Clackamas County Community Development will be the construction project manager. The Agency will work with Community Development, NCSD and the consultant to develop bid specifications and advertise the bid for construction.
 - e. If CDBG funds are not awarded, the Agency along with NCSD and the consultant will develop bid specifications and advertise the bid for construction.
 - f. If CDBG funds are awarded, the Agency will provide construction management assistance to Community Development.

- g. If CDBG funds are not awarded, the Agency will enter into a contract for construction and will provide construction management services in conjunction with the consultant.
 - h. If CDBG funds are awarded, the Agency will provide the required matching funds, and any additional funds required to complete construction.
 - i. If CDBG funds are not awarded, the Agency will fully fund the construction of the main entrance wheelchair ramp.
4. Connection of the Wichita Center to public sewer and on-site system decommissioning.
- a. The Agency will provide a scope of work to the NCSD consultant.
 - b. The Agency will work with the NCSD consultant on design, and verify permit requirements.
 - c. The Agency will coordinate with NCSD and the City of Milwaukie regarding project permitting and annexation of the property to the City of Milwaukie.
 - d. The Agency, along with NCSD and the consultant, will develop bid specifications and advertise the bid for construction.
 - e. The Agency will contract with the winning bidder for sewer connection and on-site system decommissioning work.
 - f. The Agency will provide construction management services in conjunction with County staff.
 - g. The Agency will fully fund connection of the Wichita Center to public sewer and the on-site system decommissioning work.
 - h. The Agency will assist NCSD with preparation of an annexation application and will reimburse NCSD for application and annexation fees associated with annexation of the property to the City of Milwaukee.
 - i. It is the understanding of the Agency that NCSD desires this to be the final project of the Wichita Center Projects described herein so that the other on-site projects may be completed under Clackamas County zoning regulations.

B. NCSD will provide necessary assistance to the Agency in order to complete the four (4) projects, collectively known as the Wichita Center Projects. NCSD will provide assistance in the following ways;

- 1. NCSD will coordinate with the Agency in the design, bidding and construction of the projects. In addition, NCSD will also coordinate with Clackamas County Community Development should any of the projects be awarded CDBG funding.
- 2. NCSD will contract with consultants for design and construction management services for the four Wichita Center projects.
- 3. When requested, NCSD will provide timely feedback regarding design, RFQ and construction bid advertisements, permitting and construction issues. Timely feedback is defined as any deadline specified by the Agency in carrying out the above mentioned tasks.

4. NCSD will respond in a timely manner to Agency's requests to execute applications or documents and to provide information or approval to the Agency or consultants for purposes of fulfilling the purpose of this Agreement.
5. If CDBG funds are awarded for any of the projects, NCSD will comply with CDBG funding requirements and will respond in a timely manner to requests by the Agency or Community Development to provide information or approvals for purposes of fulfilling CDBG requirements.
6. In addition to the liaison listed below in Section IV, as necessary, NCSD will designate an individual or individuals to coordinate with the Agency in carrying out individual projects.

III. General Requirements

1. It is the desire of both parties to complete the four Wichita Center projects as soon as practicable, if possible during the summer of 2015. The Agency will endeavor to complete the projects as described in the tasks under Section II. NCSD acknowledges that it may not be possible to complete any or all projects within the desired time frame due to circumstances beyond the control of the Agency.
 - a. These circumstances include, but are not limited to, the length of time necessary to contract for project design and obtain construction ready plan documents, the amount of time required to obtain necessary permits or land use approvals, the timing and availability of CDBG funds, should they be awarded, the time required to bid and contract for construction, and the construction window available as a result of Wichita Center usage and programming.
 - b. Design and construction timing is also highly dependent on the receipt of necessary information and approvals requested by the Agency and/or Community Development from NCSD. All parties will in good faith attempt to meet project deadlines but recognize timelines may need to be adjusted because of unforeseen circumstances.
2. In the event any or all of the Wichita Center projects are unable to be completed in 2015, the parties may mutually agree in writing to adjust project timelines, or modify or terminate projects as necessary. In the event of project alterations, other terms of this Agreement shall remain in effect except for mutually agreed upon changes. In no event shall NCSD claim any damages, monetary or otherwise, resulting from the Agency's failure to complete the Wichita Center Projects by September 30, 2016.
3. The Development Agency's maximum contribution to the Wichita Center Projects shall not exceed \$500,000 unless additional funding is approved by the Development Agency Board. All contracts for Wichita Center projects are subject to approval by the Development Agency Board.

IV. Liaison Responsibility

Joe Krumm, or his designee will act as liaison for NCSD for this project.

V. Special Requirements

1. The Agency and NCSD agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
2. Subject to the limits of the Oregon Tort Claims Act, Article 11 Section 10 of the Oregon Constitution, Clackamas County shall indemnify, defend and hold harmless NCSD, its officers, employees, and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts,

errors or omissions of Agency personnel (including Agency's contractor's acting pursuant to the terms of this Agreement.

Subject to the limits of the Oregon Tort Claims Act, Article 11 Section 7 of the Oregon Constitution, NCSD shall indemnify, defend and hold harmless Agency, its officers, commissioners, employees, and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of NCSD personnel acting pursuant to the terms of this Agreement.

3. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
4. **Access to Records.** The Agency, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of NCSD which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
5. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

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

VII. Integration

This Agreement contains the entire agreement between the Agency and NCSD and supersedes all prior written or oral discussions or agreements.

VIII. Waiver

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

IX. Term of Agreement and Termination

This Agreement becomes effective the date that it is fully executed and shall continue until the Wichita Center Projects, described in this Agreement, are substantially complete, or September 30, 2016, whichever is sooner.

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

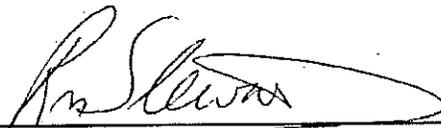
CLACKAMAS COUNTY
DEVELOPMENT AGENCY,
A corporate body politic

NORTH CLACKAMAS SCHOOL DISTRICT

Chair: John Ludlow

Address: 2051 Kaen Rd
Oregon City, OR 97045

Date



Name: Ron Stewart
Title: Assistant Superintendent

Address: 4444 SE Lake Road
Milwaukie, OR 97222

Date

3/23/2015