



COPY 4

M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

October 29, 2015

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the City of Happy Valley  
for Reimbursement of Consultant Services Related to the  
Update to the 172<sup>nd</sup>-190<sup>th</sup> Corridor Management Plan**

<b>Purpose/Outcomes</b>	This agreement will allow the County to reimburse the City of Happy Valley for half the consultant costs associated with the update of the 172 <sup>nd</sup> -190 <sup>th</sup> Corridor Management Plan.
<b>Dollar Amount and Fiscal Impact</b>	Not to exceed \$15,500
<b>Funding Source</b>	County Road Fund
<b>Safety Impact</b>	An update of the 172 <sup>nd</sup> -190 <sup>th</sup> Corridor Management Plan will offer alternatives to avoid likely extensive wetland and right of way impacts when the area develops.
<b>Duration</b>	Effective upon execution; terminates at completion of project.
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Mike Bezner, PE, Transportation Assistant Director 503-742-4651

**BACKGROUND:**

In 2012, Clackamas County led a regional project to develop a Corridor Management Plan for 172<sup>nd</sup> Avenue to 190<sup>th</sup> Avenue. The City of Happy Valley was a key partner in the project since 172<sup>nd</sup> Avenue runs along the east side of the incorporated city. At this time, the City wishes to update the 172<sup>nd</sup>-190<sup>th</sup> Corridor Management Plan in order to review alternatives that would shift the alignment of 172<sup>nd</sup> Avenue slightly to avoid having to shift SE Troge Road, which would likely avoid extensive wetland and right of way impacts near the 172<sup>nd</sup>/Troge intersection and ease conditions for future developers.

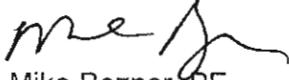
The City of Happy Valley has requested support from the County to conduct this update, as it is mutually beneficial to both agencies. The County has agreed to share a portion of the cost incurred by Happy Valley that is associated with this project. The County's cost is not to exceed \$15,500.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the Intergovernmental Agreement with the City of Happy Valley for reimbursement of consultant services related to the update to the 172nd-190th Corridor Management Plan.

Sincerely,

A handwritten signature in black ink, appearing to read "me Bezner".

Mike Bezner, PE  
Transportation Engineering Manager

Intergovernmental Agreement  
for  
Reimbursement of Consultant Services

This Agreement is entered into by and between the City of Happy Valley, an Oregon municipal corporation, ("Happy Valley") and Clackamas County, an Oregon municipal corporation, (the "County").

**RECITALS**

- A. ORS 190.010 authorizes and allows the parties to this Agreement to perform the functions and activities that another party to this Agreement has authority to perform.
- B. Happy Valley wishes to engage a consultant to assist with the update to the 172<sup>nd</sup>-190<sup>th</sup> Corridor Management Plan (the "Project"). A description of the Project is attached hereto and incorporated herein as Exhibit "A".
- C. The Project provides a mutual benefit to Happy Valley and the County, and the County has agreed to share a portion of the cost incurred by Happy Valley that is associated with the Project.

**AGREEMENT**

Now, therefore, based on the foregoing, the signatories agree as follows:

- 1. Effective Date and Duration. This Agreement becomes effective as of the last date of signature indicated below. Unless terminated or extended, this Agreement shall expire on September 30, 2016.
- 2. Consultant. Happy Valley agrees to engage a consultant to complete the work that is described in Exhibit "A". Happy Valley shall follow all federal, state and local laws in awarding the contract to complete the work described herein.
- 3. Consideration. The County agrees to reimburse Happy Valley for one half of the costs associated with the Project. In no event shall the County be liable to pay an amount which exceeds \$15,500 (fifteen thousand five hundred dollars) unless authorized by a written amendment to this Agreement.
- 4. Payment. Happy Valley must submit invoices for payment directly to the County's project manager listed in Section 10 of this Agreement on a monthly basis for actual costs incurred by Happy Valley. Such invoices must include a description of the project, and shall itemize all expenses for which Happy Valley claims reimbursement. Upon request, Happy Valley shall provide further detailed explanation of expenses to the County. The County shall make payment within forty-five (45) calendar days from receipt of Happy Valley's invoice.
- 5. Work Product. The County shall be entitled to receive copies of all work product that is produced as a result of the work described in Exhibit "A" within 3 business days of making a request to Happy Valley for copies of the requested materials.

6. Amendment. The terms of this Agreement may not be changed except by written instrument signed by both parties.
7. Termination. This Agreement may be terminated by mutual written consent of both parties. Happy Valley may terminate this Agreement effective upon delivery of written notice to the County, or at such later date as may be established by Happy Valley, where the County fails to make those payments described in Section 4 or is otherwise in default under this agreement and after receipt of written notice from Happy Valley, fails to correct such failures within 10 days or such longer period as Happy Valley may authorize. County may terminate this Agreement effective upon delivery of written notice to Happy Valley, or at such later date as may be established by the County, under any of the following conditions:
  - 7.1 If Happy Valley's consultant fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - 7.2 If Happy Valley 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 County, fails to correct such failures within 10 days or such longer period as County may authorize.
  - 7.3 If County fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.
8. Indemnity. Happy Valley must perform the services under this Agreement as an independent Contractor. Happy Valley is responsible for the acts, omissions, or negligence of its own officers, employees or agents. The County is responsible to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 – 30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.
9. General Provisions.
  - 9.1 Compliance with Laws. Every party shall comply with all applicable federal, state and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability and all applicable laws and regulations regarding the handling and expenditure of public funds.
  - 9.2 Oregon Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.
  - 9.3 Time is of the Essence. Time is of the essence in the performance of this Agreement.
  - 9.4 Dispute Resolution. The parties shall first attempt to informally resolve any dispute concerning this Agreement. A neutral party may be used to facilitate those negotiations.
  - 9.5 Enforcement. Subject to the provisions in paragraph 9.4, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement.

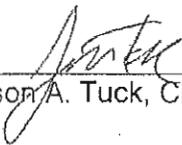
- 9.6 Excused Performance In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control of the party to be excused.
- 9.7 Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.
- 9.8 Entire Agreement. This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.
- 9.9 No Partnership. This Agreement specifically does not create any partnership or joint venture between or among the Parties or in any respect render any Party liable for any of the debts or obligations of any other Party.
10. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be mailed or sent by scanned document (e-mailed) or faxed with hard copy to follow by post, addressed as follows:
- To: Clackamas County  
Mike Bezner  
Engineering Division  
150 Beaver Creek Rd  
Oregon City OR 97045
- To: City of Happy Valley  
Michael Walter  
16000 SE Misty Dr.  
Happy Valley, OR 97086

[Signatures and Acknowledgments on Following Page]

IN WITNESS WHEREOF, the respective parties have caused to be signed in their behalf to make and enter into this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**City of Happy Valley**

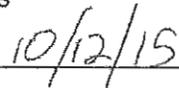
**Board of Commissioners  
Clackamas County**

  
\_\_\_\_\_  
Jason A. Tuck, City Manager

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Witness

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

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date