



M. BARBARA CARTMILL
DIRECTOR

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

January 21, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Amendment 1 to Intergovernmental Agreement No. 29903 with
Oregon Department of Transportation for the
SE 122nd Avenue and 132nd Avenue Sidewalk Connections Project**

Purpose/Outcomes	This amendment increased the not to exceed amount for ODOT's right of way services to \$162,000
Dollar Amount and Fiscal Impact	There are no changes to the existing project budget. The total right of way budget is \$254,373 and is included within the \$1,113,593 total approved project budget.
Funding Source	Transportation Enhancement Grant Road Fund
Duration	There are no changes to the completion date for this IGA.
Previous Board Action	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 04/30/15: BCC Approval of IGA 28216 Amendment #1 to change the obligation date for the construction phase to on or before April 30, 2016
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? This project will improve safety and provide construction of sidewalk connections for safe travel to schools, commercial centers, and parks. 2. How does this item align with the County's Performance Clackamas goals? This project is building a strong infrastructure and ensuring safe, healthy and secure communities.
Contact Person	Joel Howie, Capital Project Supervisor, 503-742-4658

BACKGROUND:

In May of 2011 Clackamas County was awarded a Transportation Enhancement (TE) grant for the Clackamas County Community and School Sidewalk Connection Project. This project, in coordination with the North Clackamas School District (NCSD), includes the design, engineering and construction of sidewalks along the west sides of SE 122nd and SE 132nd Avenues connecting two schools, and to SE Hubbard and SE Sunnyside Roads.

The original agreement gave ODOT the authority to conduct all right of way negotiations and acquisitions on behalf of the County. The anticipated total cost of right of way acquisition was \$130,000 in June of 2014, which increased to \$162,000 after the project reached the 60-percent design milestone and the full scope and number of properties requiring negotiations and acquisitions was identified.

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.

This amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of Amendment 1 to the IGA with ODOT to increase the not to exceed amount for ODOT's right of way services on the SE 122nd Avenue and 132nd Avenue Sidewalk Connections Project.

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

**AMENDMENT NUMBER 01
INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES
SE 122nd Avenue and 132nd Avenue Sidewalk Connections
CLACKAMAS COUNTY**

This is Amendment No. 01 to the Agreement 29903 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,” entered into a Right of Way Services Agreement on June 17, 2014.

It has now been determined by State and County that the Agreement referenced above shall be amended to increase the Right of Way programmed funds.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

TERMS OF AGREEMENT, Paragraph 1, Page 1, which reads:

1. Under such authority, to accomplish the objectives in Agreement No. 28216, State and Agency agree to perform certain right of way activities shown in Special Provisions – Exhibit A, attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Agency, under no conditions shall Agency's obligations for said services exceed a maximum of \$130,000.00, including all expenses, unless agreed upon by both Parties.

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

1. Under such authority, to accomplish the objectives in Agreement No. 28216, State and Agency agree to perform certain right of way activities shown in Special Provisions – Exhibit A, attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Agency, under no conditions shall Agency's obligations for said services exceed a maximum of **\$162,000.00**, including all expenses, unless agreed upon by both Parties.

PAYMENT FOR SERVICES AND EXPENDITURES, Paragraph 1, Page 3, which reads:

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$130,000.00. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency

funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.

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

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of **\$162,000.00**. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #17881) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

Signature Page to Follow

CLACKAMAS COUNTY, by and through
its elected officials

By _____
Chair

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
State Right of Way Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Legal Counsel

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Right of Way Manager

Date _____

Agency Contact:

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

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Mark Schuval
Assistant Attorney General

Date 9/30/15

State Contact:

Shannon Fish, Region 1
Right of Way, Program Manager
123 NW Flanders Street
Portland, OR 97209
(503) 731-8433
shannon.fish@odot.state.or.us