



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

July 21, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Enter into a Right of Way Franchise Agreement with the City of Lake Oswego.

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval to enter into a franchise agreement with the City for the use of the City's rights-of-way.
Dollar Amount and Fiscal Impact for CBX	CBX has offered two (2) free fiber connection to the City of Lake Oswego for the elimination of all franchise fees within the city limits of Lake Oswego. No franchise fees (annual savings of ~ \$2,160.00)
Dollar Amount and Fiscal Impact for the City of Lake Oswego	The City of lake Oswego will have the use of two (2) dark fiber point-to-point connections. The City of Lake Oswego will recognize an annual savings of \$6,120.00.
Funding Source	The funding source for the expansion of the CBX dark fiber network within the City of Lake Oswego will be provided by the Lake Oswego School District.
Safety Impact	N/A
Duration	Upon approval by the board, the initial term for this Right of Way Franchise Agreement is 10 years with the possibility of an additional 10 years.
Previous Board Action	Board previously approved similar franchise agreements with the City of West Linn and the City of Wilsonville.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

Clackamas County received a federal grant to develop a dark fiber network throughout Clackamas County. The grant funded a 180 mile dark fiber network all on the east side of the Willamette River. At the same time, Clackamas County Technology Services entered into an agreement with Portland General Electric (PGE) for a 12 mile fiber co-build that connected the grant funded dark fiber network to the west side of the Willamette River. Since the close of the federal grant, CBX has expanded into the Cities of West Linn and Wilsonville. CBX would now like to expand its dark fiber network in the City of Lake Oswego.

Similar to the franchise agreements with the City of West Linn and Wilsonville, the City of Lake Oswego has agreed to not impose a fee for the use of their rights-of-way in exchange for some free fiber on the CBX network. This arrangement has proven to be beneficial to all parties and helps develop strong relationships between the county, cities and the public institutions that realize the benefits of the CBX dark fiber network.

This franchise agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this intergovernmental agreement. This IGA will allow CBX to provide fast effective fiber connectivity to the City of Lake Oswego at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

ORDINANCE No. 2691

AN ORDINANCE OF THE CITY OF LAKE OSWEGO GRANTING A NONEXCLUSIVE BROADBAND INFRASTRUCTURE FRANCHISE TO CLACKAMAS COUNTY

WHEREAS, it is in the best interest of the City and its citizens to promote the offering of broadband infrastructure in the form of a dark fiber optic network through the City, subject to the City's lawful authority to regulate the use of its rights of way; and

WHEREAS, the City has jurisdiction and exercises regulatory management over all public rights of way within the City under authority of the City Charter and state law; and

WHEREAS, Clackamas County, Oregon, desires to construct broadband infrastructure by installing dark fiber optic cable throughout the City of Lake Oswego; and

WHEREAS, there are significant benefits to the City and its residents once connected to the County's dark fiber optic cable, such as providing a fast, secure, and reliable connection;

NOW, THEREFORE, THE CITY OF LAKE OSWEGO ORDAINS AS FOLLOWS:

SECTION 1. Purpose. The purpose of this ordinance is to establish an agreement to determine the terms and conditions upon which Clackamas County may be permitted to occupy the streets, highways or other public right of way within the City, pursuant to the power of the City of Lake Oswego under its Home Rule Charter and ORS Chapter 221, except as to matters regulated by state or federal authorities.

SECTION 2. Parties. The parties to this agreement are the City of Lake Oswego, an Oregon municipal corporation situated in the county of Clackamas, sometimes referred to herein as "the City" and Clackamas County, sometimes referred to herein as "Grantee." The City of Lake Oswego reserves the right to refuse to accept the performance of any obligations imposed on Grantee under this agreement by any delegee of Grantee.

SECTION 3. Grantee's Right to Occupy Right of Way. Subject to the other terms and conditions set forth in this document, and subject to any applicable ordinances and regulations of the City, including but not limited to ordinances and regulations, as well as permit fees, regarding development, tree pruning or removal, erosion control and excavation in the public right-of-way, and subject to any applicable state and federal laws, rules or regulations, the City hereby grants to Grantee, the right, privilege and franchise to occupy the streets, highways or other public right of way as may come within the jurisdiction of the City during the term of this agreement, for the purpose of construction, use, operation and maintenance of a dark fiber optic cable network. For

the purposes of this Franchise Agreement, the dark fiber optic cable network means those facilities installed in the City by or on behalf of the Grantee solely to provide public institutions and private service providers, including but not limited to public access channels and services such as Clackamas County Cable, Willamette Falls programming, content and support for school districts, or any other aspect of public, education, and governmental programming supported by PEG funds, access to and use of the dark fiber as set forth in the Financial Assistance Award to the Grantee from the United States Department of Commerce, Award No. NT 10BIX5570079, and the documents incorporated therein by reference. Without limiting the scope of activities that are not authorized, this grant specifically does not include or authorize Grantee to construct, use, operate or provide a cable system or cable service, multi-channel video programming distribution, or video programming, as any of those terms may be defined in 47 USC 522 or otherwise; provided, however, that this restriction shall not prevent Grantee from providing PEG programming and services. This grant includes the right to place and maintain poles, wires, and other equipment customarily associated with a dark fiber network. Such equipment must be laid underground unless the City specifically permits wires or cables to be strung upon poles or other fixtures above ground. Grantee's equipment may be placed above ground in areas where similar above-ground poles, wires and equipment for utilities already lawfully exist. Nothing in this agreement shall preclude Grantee from entering into a contract for the use of any portion of its dark fiber system with any person or other entity for such person or entity to provide any retail or wholesale telecommunications, cable or other services to its own customers, provided that, if any of such services are offered or provided to customers within the City of Lake Oswego, said person or entity is operating under a current franchise, license or permit issued by the City. Additionally, Grantee shall include a provision in its agreements with such person or entity requiring them to comply with all City requirements, and Grantee shall use good faith efforts to enforce such provisions. The City will not require a separate City franchise for entities providing services through Grantee's dark fiber network solely to school districts, municipalities, special districts, and other governmental entities. Grantee shall provide the City a quarterly written report disclosing all persons and entities using any portion of Grantee's fiber optic network within the City of Lake Oswego to provide information, data or services of any kind.

This franchise is expressly subject to the Charter of the City of Lake Oswego and the general ordinance provisions, resolutions, rules and regulations adopted or established pursuant thereto, now in effect or hereafter made effective.

SECTION 4. Pre-Construction Approval. Prior to the commencement of any construction, extension or relocation of any of Grantee's facilities upon, over, under or across any of the streets, highways, or other public rights-of-way within the jurisdiction of the City, the Grantee shall advise the City's Engineering Division in writing of the location and shall obtain from the City Engineer written approval prior to commencement of such work. Not less than two business days prior to commencement of any work which might affect City utilities, Grantee shall give notice to City's

Public Works Department for purposes of utility location. The location of all such facilities shall be at places approved by the City. All work done by or for Grantee shall be in compliance with the applicable rules, regulations, ordinances or orders of the City then in effect.

SECTION 5. Work within the Right of Way. Subject to the provisions of this agreement and current applicable regulations of the City, the Grantee may make necessary excavations within the rights-of-way of streets and highways for the purpose of installing, maintaining and operating its facilities. Except in an emergency causing prior notice and approval to be impossible, Grantee shall obtain from the City Engineer written approval of any excavation within the right-of-way of any street or highway or other public right of way. The City Engineer shall have the authority to condition the excavation upon the provision of adequate manpower, materials, and machinery to protect the rights of the public to safe passage upon such street or highway. Grantee shall have the right to appeal to the City Council any condition imposed under this section which it reasonably believes to be contrary to law or applicable City rules or regulations, or hazardous, unreasonable, or unduly expensive under the circumstances. Upon request, Grantee shall furnish the City with documents showing Grantee's facilities "as-built" within the public right of way in a format acceptable to the City after such work is complete. Grantee shall perform all work according to all federal, state and local requirements and in conformance with industry practice for workplace and public safety. Grantee shall allow the City access to and the right to inspect any of the Grantee's work within the right of way and shall insure against the risk of personal injury that may be incurred by any City agent or employee in the course of that person's access to and inspection of such work.

Whenever Grantee, or anyone on Grantee's behalf, disturbs any portion of the right of way or any other public property or other public place, the Grantee shall properly and promptly restore the affected portion of the right of way or other public property to good order and condition as soon as practicable without unnecessary delay. Such restoration shall be done in strict compliance with City specifications and regulations in effect at the time of such activity. If Grantee fails to properly and promptly restore the affected portion of a street, highway or public property to good order and condition, the City may make the restoration and Grantee shall be liable to the City for the actual cost of making such restoration, including the costs of inspection, supervision, and administration.

SECTION 6. City Improvements. Nothing in this agreement shall be construed to prevent or impair the City from grading, constructing, paving, altering, improving, sewerage, repairing or maintaining any of the streets, highways or other public rights-of-way within the jurisdiction of the City that are occupied by fixtures, facilities, appliances or structures of Grantee, but all such work or improvements by the City shall be done in such a manner and by such means as to prevent or minimize impairment of use of said fixtures, facilities, appliances, or structures by Grantee to the extent practicable. If avoidance of obstructions or impaired use of Grantee's facilities and structures cannot be done without additional costs to the City, the Grantee shall compensate the City for any additional actual costs to undertake such work, if the Grantee does not perform the work required.

SECTION 7. Relocation or Rearrangement of Grantee's Facilities. Whenever the City reasonably determines, after consultation with Grantee, that it is necessary to temporarily or permanently rearrange, relocate or remove any fixture, facility, appliance or structure belonging to Grantee to permit the passage of any structure, machinery, or other object over or upon any street, highway or other public rights-of-way within the jurisdiction of the City, the Grantee will perform such rearrangement, relocation or removal within a reasonable period of time after written notice from the person desiring to move such structure, machinery, or object. Said written notice shall bear the acknowledgment of the City of its concurrence, and shall detail the route of movement of the structure, machinery or other object and shall provide that the costs incurred by Grantee in making such rearrangement, relocation or removal of its fixtures, facilities, appliances or structure will be borne by the applicant desiring to make such use of the street, highway or public rights-of-way. The notice shall further provide that the applicant will indemnify and hold harmless the Grantee of and from any and all damages or claims of whatsoever kind or nature, to the extent allowed by law, caused directly or indirectly by such temporary or permanent rearrangement, relocation or removal of the fixtures, facilities, appliances or structures of Grantee. If required by the Grantee, the applicant shall deposit with Grantee cash or a good and sufficient bond to pay any and all ordinary and reasonable costs incurred by the Grantee. Temporary or permanent rearrangement of facilities required by the City for a public purpose shall be accomplished by Grantee without charge in the same manner as permanent relocations described in Section 8 of this agreement.

SECTION 8. Public Relocation. The City, by its properly constituted authorities, shall have the right to cause the Grantee to move the location of any pole, wire, cable, appliance, conductor, conduit, or other plant, including the relocation of aerial facilities underground, whenever the relocation thereof shall be for public necessity, and the expense thereof shall be paid by the Grantee. Public necessity is deemed to include relocations required by a public urban renewal agency. The manner of removal or replacement shall be as directed by the City so it shall not interfere with the public work of the City. Public necessity shall be deemed to be whenever any pole, wire, cable, appliance, conductor, conduit, facility or plant of Grantee interferes with construction of any public improvement (other than Grantee's improvements) located in a street, highway, right of way or any public place, or whenever relocation of such facilities is deemed by the City to be in the public interest. To the extent the relocated facilities contain City Fiber, the City shall contribute its pro-rata share (calculated by creating a percentage by dividing the number of strands of City Fiber in the facilities being located by the total number of fibers being relocated) of the costs of such relocation.

SECTION 9. City Occupancy of Grantee's Poles and Innerduct; City Fiber. Where space is available and as permitted by other agreements, as determined by Grantee, the City shall be permitted to occupy Grantee's poles and underground innerduct for traffic signal interconnection circuits and other lawful municipal purposes. Such occupancy by the City shall be subject to standard Grantee's rates as well as all terms and conditions agreed to by the City and Grantee. Also, as further described in Section 12 below, the City shall be granted use of (2) two point to point dark fiber

connections (four stands of fiber) wherever Grantee installs Grantee-owned fiber, and access to such fiber via any vaults or cabinets located in the City of Lake Oswego (the "City Fiber").

SECTION 10. Franchise Not Exclusive; Limitations. The franchise granted herein by the City of Lake Oswego to the Grantee is nonexclusive. In the event that the Grantee desires to offer services other than the use of dark fiber, the Grantee shall notify the City and obtain any additional authority, including additional franchises and payment of applicable fees.

SECTION 11. Modifications, Additions and Extensions. Whenever the City Council deems it reasonable or necessary in the interest of the public it may, by resolution, require Grantee to make modifications, additions and extensions to its physical equipment, facilities or plant within the jurisdiction of the City. In lieu of complying with such new requirements, Grantee shall have the option of terminating this Agreement. Upon termination, the City shall have all of the rights and powers as are granted under ORS 221.470 upon expiration of a franchise.

SECTION 12. Compensation.

(A) In full consideration for permission to use the public right of way, and in lieu of cash consideration, the Grantee shall provide the City with use of (2) two point to point dark fiber connections (four strands of dark fiber), at no cost, wherever Grantee installs fiber, and access to this fiber via any vaults or cabinets located in the City for the duration of this Agreement. The compensation under this section shall not be in lieu of any generally applicable ordinance or resolution imposing a fee or charge for use of, or activities within, the public right of way, including without limitation permit or inspection fees for street openings, installations or construction. Compensation under this section is only in lieu of franchise fees for the right to use the public right of way as an authorized franchisee.

(B) If prior to expiration of this Franchise negotiations for a new franchise agreement are not completed, the compensation shall survive expiration of this Franchise until a new franchise agreement becomes effective and supersedes this Franchise.

SECTION 13. Grantee's Records; Audits. Grantee shall keep accurate record books of account for the purpose of determining the amounts due to the City under the provisions of this agreement, and for identifying the persons or entities using any portion of Grantee's fiber optic network within the City of Lake Oswego to provide information, data or services of any kind. Such books of account shall be open to inspection by the City, its attorney or other authorized agent at any time during Grantee's business hours. Grantee shall maintain current maps showing the location of its facilities, fixtures, appliances and structures within the streets, highways or other public rights-of-way of the City. The City shall be allowed to inspect said maps at any time during Grantee's normal business hours. If requested by City, Grantee shall furnish, without charge and within a reasonable time, maps relating to specified areas of the City.

SECTION 14. Indemnification.

(A) Up to the limits allowed by the Oregon Constitution and the Oregon Tort Claims Act, Grantee hereby agrees and covenants to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorney fees or expenses, arising out of any construction, excavation or any other act done under this Franchise, by or for Grantee, its agents or employees, or by reason of any omission of Grantee to keep its system in a safe condition, but not if arising out of or by reason of any negligence or willful misconduct by the City, its officers, agents or employees. The City shall provide Grantee with prompt written notice of any such claim which Grantee shall defend with counsel of its own choosing and no settlement or compromise of any such claim will be done by the City without the prior written approval of Grantee. Grantee and its agents, contractors and others shall reasonably consult and cooperate with the City while conducting its defense of the City.

(B) Up to the limits allowed by the Oregon Constitution and the Oregon Tort Claims Act, Grantee also hereby agrees to indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly, or indirectly, from Grantee's failure to remove, adjust or relocate all or any portion of its facilities in a timely manner pursuant to Sections 7 and 8 of this agreement, unless Grantee's failure arises 1. directly from the City's or its agents or contractors negligence or willful misconduct; 2. as a result of other utilities not timely removing, adjusting or relocating its facilities necessary to accommodate Grantee's removal, adjustment or relocation; or 3. from the negligent or willful misconduct of another user of the right-of-way.

SECTION 15. Insurance.

(A) The Grantee shall maintain commercial general liability and property damage insurance that protects the Grantee and the City, as well as the City's officers, agents, and employees, from the claims referred to in Section 14. The insurance shall provide coverage at all times of not less than \$2,000,000 combined single limit for bodily injury and property damage liability per occurrence with an annual aggregate limit of not less than \$5,000,000. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing in this Section 15 (A) shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance, shall not be canceled or materially altered without (30) days prior written notice first being given to the City Manager. If the insurance is canceled or materially altered within the term of this Franchise, Grantee shall provide a replacement policy with the same terms. Grantee shall maintain continuous uninterrupted coverage, in the terms and amounts required, upon and after the effective date of this franchise.

(B) The Grantee shall maintain on file with the City Recorder a certificate of insurance certifying the coverage required above. The certificate of insurance shall be reviewed and approved as to form by the City Attorney.

(C) In the alternative to providing a certificate of insurance to the City, certifying liability insurance coverage as required in this Section, Grantee may provide the City with a statement regarding its self-insurance. Grantee's self-insurance shall provide at least the same amount and scope of coverage for the Grantee and the City, its officers, agents and employees, as otherwise required under this Section. The adequacy of such self-insurance shall be subject to the City Attorney's review and approval. Upon Grantee's election to provide self-insurance coverage under this Section 15 (C), any failure by the Grantee to maintain adequate self-insurance shall be cause for termination of this Franchise under Section 16.

SECTION 17. Discontinued Use of Facilities. Whenever Grantee discontinues use of its facilities, fixtures, appliances or structures ("facilities") within the streets, highways or public right-of-way of the City, Grantee shall submit to the City for the City's approval an application describing the facility and the date on which the use will be discontinued. Grantee shall remove the facility or request that the City permit it to remain in place, which permission shall not be unreasonably withheld or delayed. If Grantee is permitted to abandon its facilities in place, upon the City's consent the ownership of the facilities shall transfer to the City and Grantee shall have no further obligation therefor. Notwithstanding the Grantee's request that any such facility remain in place, the City may require the Grantee to remove or modify the facility in order to protect the public health and safety or otherwise serve the public interest. The City may require the Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such removal or modification, or until the rights to and responsibility for the facility are accepted by another person or entity having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as restoration of the street, highway or public right-of-way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility.

SECTION 17. Termination of Franchise for Cause. On the failure of the Grantee, after 90 days written notice and demand, to perform promptly and completely each and every term, condition or obligation imposed upon it by this agreement, the City Council may, at its option and in its sole discretion, terminate this agreement by resolution. The City shall have all of the rights and powers upon termination as are granted under ORS 221.470 upon expiration of a franchise.

SECTION 18. Term. The Franchise Term ("Term") shall be ten (10) years, beginning on the effective date of the implementing Ordinance. The term may be extended for an additional ten (10) years upon mutual written agreement of the parties in their discretion

SECTION 19. Assignment or transfer of system or franchise. Ownership or control of a majority interest in the franchise granted pursuant to this ordinance, or to the telecommunications system constructed under the authority of this franchise grant may not, directly or indirectly, be transferred, assigned, or disposed of by sale, lease (of the franchise or a majority interest in the franchise), merger or consolidation, or other act of the grantee, by operation of law or otherwise, without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In addition:

(A) Grantee and the proposed assignee or transferee of the franchise or system shall agree, in writing, to assume and abide by all of the provisions of this franchise.

(B) Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign this franchise.

(C) Any transfer or assignment of this franchise, or of the system or integral part of the system, without prior approval of the City shall be void and is cause for revocation of the franchise.

SECTION 20. Remedies. All remedies and penalties provided under this agreement, the common law, the statutes of this State, the statutes of the United States and the ordinances and regulations of the City, including termination of this franchise agreement, are cumulative and the enforcement or recovery of one is not a bar to the enforcement or recovery of any other remedy or penalty. The remedies and penalties contained in this agreement, including termination of this franchise agreement, are not exclusive, and the City reserves the right to enforce any penal provision and to avail itself of any and all remedies available at law or in equity. Failure to enforce any right accruing to or available to City whether arising under this agreement or otherwise, shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon Grantee by this agreement or a violation of any requirement of law imposed upon Grantee and available in favor of City. A specific waiver of any particular breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this agreement shall not be a waiver of any other, subsequent or future breach of the same or of any other term, condition, or obligation or as a waiver of the term, condition or obligation itself.

SECTION 21. Additional Remedies. In addition to any rights set out elsewhere in this Franchise, as well as its rights under the City Code, the City reserves the right at its sole option to apply any of the following, alone or in combination:

(A) Impose a financial penalty of up to \$1,000.00 per Franchise violation. Where the violation consists of a condition of a continuing nature, each day that the condition persists shall constitute a separate violation. Except in the case of emergencies, Grantee shall be given notice of the violation and not less than 10 days to cure such violation before a fine is levied;

(B) Suspend issuance of any permits and/or approvals to Grantee until the Grantee corrects or otherwise remedies the violation; or,

(C) Suspend the Grantee's Franchise rights, until the Grantee corrects or otherwise remedies the violation.

SECTION 22. Acceptance. This Ordinance shall, if accepted by Grantee, take effect and be in force 30 days from and after its passage and approval. Said Grantee shall, within 30 days of the passage and approval of this Ordinance, file with the Recorder of the City of Lake Oswego its written acceptance of all the terms and conditions of the Ordinance.

SECTION 23. Severability. The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 24. Renegotiation. In the event that any provision of this franchise becomes invalid or unenforceable and the City Council or the Grantee expressly finds that such provision constituted a consideration material to entering into this franchise, the City and the Grantee may mutually agree to renegotiate the terms of this franchise. The party seeking renegotiation shall serve on the other party written notice of an offer to renegotiate. The parties shall have 90 days to conduct and complete negotiations.

SECTION 25. Grantee shall not have any monetary recourse against the City or its officials, council, boards commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any rights or immunities the City may enjoy under federal, state or local law.

Read by title and enacted at the regular meeting of the City Council of the City of Lake Oswego held on 5th day of July, 2016.

AYES: Mayor Studebaker, Collins, O'Neill, Manz, Buck, Gudman, Gustafson

NOES: None

ABSTAIN: None

EXCUSED: None



Kent Studebaker, Mayor

Dated: July 7, 2016

ATTEST:

Anne-Marie Simpson
Anne-Marie Simpson, City Recorder

APPROVED AS TO FORM:

David Powell
David Powell, City Attorney

WRITTEN ACCEPTANCE OF ORDINANCE No. 2691

CITY OF LAKE OSWEGO, OREGON

TO THE MAYOR AND COUNCIL OF THE CITY OF LAKE OSWEGO:

WHEREAS, on the 5th day of July, 2016, the City Council of the City of Lake Oswego, Oregon, passed Ordinance No. 2691 titled:

AN ORDINANCE OF THE CITY OF LAKE OSWEGO GRANTING A NONEXCLUSIVE BROADBAND INFRASTRUCTURE FRANCHISE TO CLACKAMAS COUNTY.

WHEREAS, the ordinance was signed and approved on July 5, 2016 by the Mayor, and attested by the City Recorder:

WHEREAS, the ordinance was granted upon the condition that the Grantee shall, within 30 days of the passage and approval of the ordinance, file with the City Recorder its written acceptance of all the terms and conditions of the ordinance:

NOW, THEREFORE, Clackamas County does hereby accept Ordinance No. 2691 and all of its terms and conditions.

IN WITNESS WHEREOF, Clackamas County has caused this acceptance to be executed _____, 2016.

CITY OF LAKE OSWEGO

CLACKAMAS COUNTY

Anne-Marie Simpson
City Recorder

Title: _____

Received on: _____

APPROVED AS TO FORM:

David Powell, City Attorney

Chris Storey, Assistant County Counsel