



Clackamas County Sheriff's Office

November 23, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

A Entry and Construction Agreement between Clackamas County and
the Clackamas County Peace Officers' Benevolent Foundation

Purpose/Outcome	This Entry and Construction Agreement allows for the construction of a memorial to Clackamas County police officers who have fallen in the line of duty. It will be placed on Clackamas County owned property located at 9101 SE Sunnybrook Boulevard, known as the Brooks Building.
Dollar Amount and Fiscal Impact	The County shall have no obligation for any costs relating to this project.
Funding Source	The Clackamas County Peace Officers' Benevolent Foundation will solely bear all project costs to complete this project.
Safety Impact	The project will be in compliance with all safety requirements that apply to the design and construction of this memorial.
Duration	Construction will begin immediately and continue until complete.
Previous Board Action/Review	None
Contact Person	Don Howard, Lieutenant –(503) 785-5099
Contract No.	None

BACKGROUND:

I, along with my fellow deputies, want to honor all law enforcement officers of Clackamas County that have fallen in the line of duty, and feel that a law enforcement memorial located at the Brooks Building's public entrance would be an ideal location. It is convenient and accessible to families, friends and the public. The Clackamas County Peace Officers' Benevolent Foundation has graciously offered to pay for its construction to honor our heroes who have made the ultimate sacrifice to serve and protect our community.

RECOMMENDATION:

Staff recommends the Board approve and sign this agreement to construct this memorial.

Respectfully submitted,

Craig Roberts, Sheriff

ENTRY & CONSTRUCTION AGREEMENT

This Construction Agreement (this "Agreement") is made and entered into by and between Clackamas County, a political subdivision of the state of Oregon, (the "County") and Clackamas County Peace Officers Benevolent Foundation, an Oregon public benefit corporation ("Foundation"), effective October 24, 2016.

RECITALS

WHEREAS, County is the owner of certain real property generally located at 9101 Sunnybrook Blvd., known as the Brooks Building (the "Property"); and

WHEREAS, Foundation desires to construct a memorial to Clackamas County police officers who have fallen in the line of duty on the Property consistent with the plans attached hereto as Exhibit A (the "Project"); and

WHEREAS, Foundation has established an arrangement with certain organizations for design, labor, materials and management support in completing the Project on the direction of the Foundation, and desires the County to authorize the Foundation and their agents to enter onto the Property to undertake the work necessary related thereto; and

WHEREAS, County is willing to give permission for the same;

NOW, THEREFORE, THE COUNTY AND FOUNDATION AGREE:

1. Property Access. The Parties hereby agree that Foundation and their agents may enter the Property for the purposes of the Project. Foundation (including through their agents) shall be responsible for all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner the Project.
2. Project Performance. Foundation shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this Agreement, the Foundation shall use every reasonable and practicable means to avoid damage to property and injury to persons. Foundation shall use no means or methods which will unnecessarily endanger either persons or property.
3. Project Integration. County staff will be consulted in material Project and construction issues and kept up to date on progress and timelines. County expressly reserves the right to refuse changes to the Property that have not been expressly agreed to in this Agreement. Any proposed changes to the Project must be agreed to in writing by the County before such work may be initiated. County agrees that it will devote reasonable staff time to support the Project and will execute such documents as may be necessary as owner of the Property and

existing facilities to allow the Project to go forward. At the completion of the Project, Foundation shall deliver complete "as-built" drawings and a complete set of construction documentation for the records of the County.

4. Project Costs. The parties acknowledge and agree that all Project costs, whether anticipated or unanticipated, or arising from known or unknown conditions of the Property and fixtures or otherwise, shall be the sole and exclusive responsibility of Foundation. County shall have no obligation for any costs relating therefrom, including but not limited to undiscovered Property conditions, expenses relating to the demolition or condition of the existing building, required improvements or conditions of approval, or any other cost that arising out of or due to the Project.
5. Responsibility for Work. Prior to completion and final acceptance of the Project, Foundation shall be responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and Foundation shall make good all injuries or damages to any portion of the work. The parties agree that this work is being undertaken at the initiative and direction of Foundation, and is not being done at the direction of the County.
6. Term & Project Completion. This Agreement shall commence on the date of execution thereof, and continue until the Project is complete, accepted by County, and title is fully vested in the County as set forth in Section 7 below.
7. Title. Title to materials, improvements and other property anticipated as part of the Project that are fixtures shall vest in and become the property of the County at the time such are tendered by Foundation and, after passing inspection and review, accepted by the County. Foundation and/or Agents shall not allow any liens (including but not limited to workman's liens), claims and encumbrances for the Project.
8. Default and Termination.

8.1. Default. The failure or delay by either Foundation or the Builders to perform any term or provision of this Agreement constitutes a default under this Agreement. Upon discovery of a default:

8.1.1. The County shall give written notice of default to Foundation, specifying the default complaint.

8.1.2. If Foundation is able to cure, correct, or remedy the default within thirty (30) days after receipt of a notice specifying the default, then Foundation shall not be in default.

8.1.3. If the default is not cured by the 31st day after notice is given, default shall be grounds for the termination of this Agreement, ejection of Foundation and/or Agents from the Property, or exercise of the performance

bond. County may also exercise all other remedies available to it in law or equity.

8.2. Termination. This Agreement may be terminated prior to the expiration of its term by default or the mutual written agreement of the parties.

8.2.1. The termination of the Agreement becomes effective upon the 31st day after notice of a default is given unless cured, unless otherwise agreed. Neither Foundation nor the Agents shall incur any new obligations after the effective date of the termination, and turn over to County all materials and documentation relating to the Project.

9. Miscellaneous.

9.1. Merger. This Agreement constitutes the entire agreement between the parties on the subject matter hereof.

9.2. Amendment. Modifications, amendments, or change of terms of this Agreement shall be made by mutual consent of the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing. Any waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

9.3. Waiver. The failure of Foundation or the County to enforce any part of this Agreement shall not constitute a waiver of that or any other provision.

9.4. Notice. Any notice required or permitted under this Agreement shall be given in writing, shall be effective when actually received, and may be given in any manner consistent with communication between units of county government. Until such time as the parties name other individuals, for purposes of providing notice under this Agreement the parties designate the individuals set out below:

For the County: Jeff Jorgensen, CCFM Manager

For Foundation: Jay Weitman, CCPOBF President

9.5. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.

9.6. Indemnification. Foundation shall hold harmless and indemnify the County, and its elected and appointed officials, officers, agents, and employees, from and against all claims, demands, and causes of action of any kind or character arising on account of the Project or this Agreement.

9.7. Compliance with the law. Foundation on behalf of itself and its agents, agree to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations. Foundation shall give County immediate written notice of any action or suit filed or any claim made against them or Agents or any agent related to the Project that may result in litigation in any way related to this Agreement.

9.8. No third party beneficiaries. While the County and Foundation intend, as a natural consequence of their actions, to improve the level of service to the public, there are no third party beneficiaries to this Agreement. The only parties able to enforce its terms are the County and Foundation.

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

**Clackamas County Peace Officers
Benevolent Foundation**

Chair



President

Recording Secretary

10-24-16

Date

Date

EXHIBIT A

Project Description

CLACKAMAS COUNTY LAW ENFORCEMENT TRIBUTE AND MEMORIAL PLAZA

Sheriff Craig Roberts and his fellow deputies wanted a way to honor all of the police officers of Clackamas County that have fallen in the line of duty. It was decided that a law enforcement memorial, located at the Clackamas County Sheriff's Office Brooks Building public entrance plaza would be ideal. It would be a convenient and accessible location for all officers, their families, friends and the public to come to remember and honor their police officers.

The Clackamas County Sheriff's Office and the Clackamas County Peace Officers Benevolent Foundation has partnered to construct an appropriate memorial that will reflect our intentions and values. All costs will be met by volunteer funds and a variety of fund raisers.

Professional services, such as design and construction architecture and construction project management has been graciously donated by LRS Architects and P&C Construction. It will be through the efforts of the officers, our professional partners and the community that all will benefit and fully appreciate our memorial. The memorial will remember and honor all of the Clackamas County deputies and police officers of Clackamas County who have been killed or severely injured in the line of duty.

The memorial will feature bronze castings designed and manufactured by renowned artist, Mr. Rip Caswell. The castings include two Honor Guards and a police K-9 at attention and guarding the fallen officer. The fallen officer is depicted by an unworn campaign hat and duty belt on a center podium. This scene is stands on a 5-point star patterned after the original badge worn by Sheriff's in the past and similar to the 75-year commemorative badge collected by many. A concrete cast image of Mt. Hood and foothills provides an impressive recognizable backdrop to the memorial plaza. There will also be an electrical supply for P.A. systems and for some special lighting in the Memorial Plaza.

We are excited and humbled to provide this place of honor and memory for families, friends and colleagues, to gather together and reflect upon the lives of our heroes who given the ultimate sacrifice to serve and protect their communities.

[See attached plans]