CLACKAMAS COUNTY

DAN JOHNSON
DIRECTOR

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

December 3, 2026 BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with the City of Portland for the Bull Run River Bridge Project. Total Agreement Value is $1,000,000 for 8 years. Funding is through the City of Portland. No County General Funds are involved.

Previous Board Action/Review:
04/10/25: BCC Approval of an Engineering Contract with David Evans and Associates for the SE Bull Run Rd: Bull Run River Bridge Project
03/7/2024: BCC Approval to apply for a Bridge Investment Program Discretionary Grant for construction funding to replace the SE Bull Run Rd: Bull Run River Bridge
01/11/24: BCC Approval of Supplemental Project Agreement No. 23349 with the Oregon Department of Transportation for the SE Bull Run Rd: Bull Run River Bridge Project
10/23/23: BCC Approval to apply for a Local Bridge Program Grant for construction funding to replace the Bull Run Rd: Bull Run River Bridge
08/18/22: Approval to apply for a Bridge Investment Program Discretionary Grant to replace the Bull Run River (Bull Run Road) Bridge
04/07/22: Approval to apply for a RAISE Discretionary Transportation Grant to replace the bridge across the Bull Run River
07/08/21: Approval to apply for a RAISE Discretionary Transportation Grant to replace the bridge across the Bull Run River
10/15/20: BCC Approval to apply for a Local Bridge Program Grant for funding to replace three bridges (Bull Run Bridge was one of the bridges)
05/07/20: BCC Approval of federal BUILD grant application for the Bull Run River (Bull Run Rd) Bridge
07/11/19: BCC Approval of federal BUILD grant application for the Bull Run River (Bull Run Rd) Bridge
07/12/2018: Approval of federal BUILD grant application for the Bull Run River (Bull Run Rd) Bridge

Performance Clackamas: The project will build a Strong Infrastructure
Counsel Review: Yes
Procurement Review: N/A
Contact Person: Jordan Cools
Contact Phone: 503-742-4654

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EXECUTIVE SUMMARY: The Bull Run River Bridge is over 130 years old and is

a relocated approach span of the original Burnside Bridge constructed in 1894 and moved to its current location in 1926. The bridge is severely load restricted, has structural deficiencies, and a sufficiency rating of 2.0 (out of 100). This bridge is the primary connection to the Bull Run area of northeast Clackamas County with a population of 360 for emergency response and access to services in Sandy. It is also a critical connection for the Portland Water Bureau to access the Bull Run Reservoir, which is the primary water source for over 1,000,000 people in the Portland area, and is a very important access route for the timber industry.

The Intergovernmental Agreement (IGA) commits the City of Portland Water Bureau to reimburse Clackamas County for project costs associated with management, design, contracting, permitting, and construction of the bridge replacement in the amount of $1,000,000 pursuant to the terms of the IGA. The City will be responsible for all City staff time costs associated with the project and will require relocation of utilities on City property within the project area as the project requires. The County will provide design accommodation for a future City waterline.

With the design and right of way phases for the project previously funded, the construction phase funding is now programmed in the 2027-2030 Statewide Transportation Improvement Program which Oregon Department of Transportation (ODOT) and Federal Highway Administration recently approved. The project funds are provided via the 2027-2030 Local Bridge Program funding cycle. DTD is working with ODOT to amend Supplemental Project Agreement No. 73000-00023349 to incorporate the construction phase funding. The replacement structure is expected to be a single-span, steel spliced girder bridge with a total estimated construction phase cost of $18,680,000.

RECOMMENDATION: DTD staff respectfully recommend the Board of County Commissioners approve the attached IGA between Clackamas County and City of Portland for funding the SE Bull Run Rd: Bull Run River Bridge Project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

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CITY OF PORTLAND INTERGOVERNMENTAL AGREEMENT NO.: _____

This Intergovernmental agreement (**Agreement**) is entered into by and between the City of Portland, Oregon, acting through its Water Bureau (**City**), and Clackamas County (**County**), collectively referred to as the "Parties" and each a "Party." This Agreement is authorized pursuant to ORS 190.110.

BACKGROUND

A. The Bull Run River (SE Bull Run Road) Bridge (**Bridge**) serves communities in Clackamas and Multnomah Counties, and provides access to the Bull Run watershed and drinking water system for the City.

B. The current Bridge is over 100 years old and is load restricted, which prevents many heavy loads from crossing the Bridge, including during the Bull Run area wildfire in 2023.

C. The County plans to construct a new bridge (the **Project**) in the same general location to remove the load restriction.

D. The County has advanced a design for the new bridge and has been awarded grant funds from the Oregon Department of Transportation to complete the design and acquire needed rights-of-way.

E. The Parties have determined it is in the public interest to cooperate in the funding of the Project.

AGREEMENT

1. STATEMENT OF WORK

A. City Obligations.
   i. Payment. The City is responsible for all City staff time costs associated with the Project. The City will also reimburse the County for $1,000,000 (One Million Dollars), as described in Section 1.B.iv below. The City will pay invoices from the County within 30 (thirty) calendar days of receipt of the invoice. After the County identifies easements necessary for the Project, the City's City Administrator or designee will determine whether to donate the easements to the County.
   ii. Communications. The City's Project Manager will coordinate communications with the County.
   iii. Utilities. The City will require the relocation of utilities within the Project area if the utility location conflicts with Project work, provided that the utilities are not located within a prior easement granted by the City to the utility owner and the relocation is at the affected utility owner's cost.
   iv. Vehicle Weights and Measures. The City will provide the County with a list of vehicles and the associated weights and measures used by City personnel.

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B. County Obligations.

i. Management. The County will manage the Project and will timely administer the associated engineering, design, and construction contracts. The County will manage the right-of-way process and utilize County templates and processes in acquiring rights-of-way.

ii. Design, Contracting, and Permitting. The County will contract for and manage consultant services for the remaining design work, permitting, and land use entitlements. The County will review and be the approving authority for any design exceptions for the Project, including any Americans with Disability Act design exceptions. Prior to bid, the County will provide the City with plans, estimates, and specifications for materials and workmanship to be used in the County's procurement materials and contracts. The County and its contractors will adhere to the City's Bull Run Watershed and Sandy River Basin Aquatic Invasive and Nuisance Species Standard Operating Protocol for any in-water work in the Bull Run River. The County will ensure compliance with all applicable environmental and cultural resources regulations.

iii. Cost. The County is responsible for all Project costs not listed in Section 1.A above.

iv. Invoicing. The County will invoice the City three times:

a. January 1, 2028: $400,000
b. January 1, 2029: $400,000
c. January 1, 2030: $200,000

Invoices submitted by the County to the City will only be submitted to the Portland Water Bureau Finance Office electronically. Email address is as follows: wbaps@portlandoregon.gov. The City will pay the County invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, the County will execute the City's standard ACH Vendor Payment Authorization Agreement and provide required documentation. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payments directly into the County's accounts with financial institutions. All payments will be in United States currency. Link to the City's Resources for Businesses page and required registration steps is: https://www.portland.gov/business-opportunities/resources.

v. Design. The County will design the bridge to allow for the future installation of a Portland Water Bureau water line on the bridge, no greater than 18" inside diameter and in an alignment agreed upon with the City. Design will include structural design and sleeves under approach panels. The County will provide the City at least thirty (30) calendar days to review the design at 30%, 60%, 90%, and final bid documents. The County will coordinate with the City on the Project's timing and impacts, and what County access will be allowed on City property where the County has no easements. The County will invite the City's Project Manager to significant design meetings and workshops.

vi. Utilities. The County will coordinate with the City and utilities for any required utility relocation.

vii. Vehicle Weights and Measures. The County will ensure that the new bridge exceeds the loading conditions of the vehicles necessary to serve City purposes in the watershed and the associated weights and measures used by City personnel.

viii. Construction. The County will inform the City of significant construction milestones and be invited to construction status meetings. The County will grant the City access to the construction site for inspection purposes.

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2. TERM

This Agreement is effective as of the last date of signature by a Party. This Agreement will expire on December 31, 2034, or upon the completion of each and every obligation set forth in this Agreement, whichever is sooner, unless terminated earlier pursuant to Section 4 below. This Agreement is subject to renewal only by mutual written agreement of the Parties.

3. NOTICES

Unless otherwise stated, the designees named below will be the contact for all activities.

County Project Manager
Jordan Cools
150 Beavercreek Road
Oregon City, OR 97045
(503) 742-4654
jcools@clackamas.us

City Project Manager
Joel Bettencourt
1120 SW 5th Ave Suite 405
Portland, OR 97204
971-509-0288
Joel.Bettencourt@portlandoregon.gov

4. TERMINATION

A. The City and the County, by mutual written agreement, may terminate this Agreement at any time.

B. Either the City or the County may terminate this Agreement in the event of a breach of this Agreement by the other. Prior to such termination, the Party seeking the termination will give the other Party ninety (90) calendar days written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within ninety (90) calendar days of deemed or actual receipt of the notice, then the Party giving notice may terminate this Agreement at any time thereafter by giving written notice of termination stating the effective date of termination. If the default is of such a nature that it cannot be completely remedied within ninety (90) calendar days, this provision will be complied with if the breaching Party begins correction of the default within the ninety (90) calendar day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving the notice will not be required to give more than one (1) notice for a similar default in any twelve (12) month period. Notices of termination will be sent as described in Section 3 above.

C. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which the funds are available. No liability will accrue to either Party if this provision is exercised, and neither Party will be obligated or liable for any future performance as a result of termination under this paragraph.

D. In the event this Agreement is terminated, all unexpended funds will be returned to the City within sixty (60) calendar days of said termination.

5. NON-DISCRIMINATION

In carrying out activities under this Agreement, neither Party will discriminate against any employee or applicant for employment because of race, color, religion, sex, age handicap, familial status, or national origin. Each Party will take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color,

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religion, sex, age, handicap, familial status, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

6. INDEMNIFICATION

A. Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300) the County will indemnify, defend, and hold harmless the City from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of the County, its officers, employees, and agents in the performance of this Agreement. The indemnity obligations under this clause will survive the termination or expiration of this Agreement.

B. Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300) the City will indemnify, defend, and hold harmless the County from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of the City, its officers, employees, and agents in the performance of this Agreement. The indemnity obligations under this clause will survive the termination or expiration of this Agreement.

7. INSURANCE

The County, as an agency of the State of Oregon, is self-insured through the State Insurance Fund, administered by the Risk Management Division of the Department of Administrative Services. All County personnel, officers, and employees acting within the scope of their employment are covered by ORS 30.270. The County is a subject employer under the Oregon Workers' Compensations law in compliance with ORS 656.017 and will maintain workers' compensation insurance through the duration of this Agreement.

8. DISPUTES

The signatories to this Agreement will expend their best efforts to amicably resolve any dispute that may arise under this Agreement.

9. OREGON LAWS AND FORUM

This Agreement will be construed according to the laws of the State of Oregon. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement will occur, if in the state courts, in the Multnomah County court having jurisdiction thereover and, if in the federal courts, in the United States District Court for the State of Oregon.

10. FUNDS AVAILABLE AND AUTHORIZED

Each Party certifies that, at the time this Agreement is written, sufficient funds are available and authorized for expenditure to finance the costs of this Agreement within current appropriation and limitation. In the event of any extension or non-appropriation, the Parties will notify each other of their intent to terminate this Agreement. Each Party's performance for the term of this Agreement is contingent upon receipt of approval by the relevant governing body and upon continuation of funding.

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11. COMPLIANCE WITH APPLICABLE LAW

Both Parties will comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable under this Agreement. Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) Oregon's Public Records Act; (iv) the Americans with Disabilities Act of 1990 and ORS 659A.142; (v) all regulations and administrative rules established pursuant to the foregoing laws; (vi) any applicable sections of ORS Chapter 279; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations.

12. FORCE MAJEURE

Neither Party will be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

13. NO THIRD-PARTY BENEFICIARY

The City and the County are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties unless they are expressly described as intended to be beneficiaries of its terms.

14. MERGER CLAUSE

This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

15. AMENDMENTS

The Parties may amend this Agreement at any time only by written amendment executed by the Parties.

16. OWNERSHIP OF DOCUMENTS

The City and County will jointly own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials produced in connection with this Agreement. Each Party, upon request by the other Party, will provide the other Party copies of the materials referred to above, including any electronic files containing the materials.

17. SEVERABILITY/SURVIVAL

If any of the provisions contained in this Agreement are held unconstitutional or unenforceable, the enforceability of the remaining provisions will not be impaired. All provisions concerning the limitation of liability, indemnity, and conflicts of interest will survive the termination of this Agreement for any cause.

18. CONFLICTS OF INTEREST

No officer or employee of either Party, during his or her tenure or for one year thereafter, will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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19. ACCESS TO RECORDS; AUDITS

Each Party and their duly authorized representatives will have access to the other Party's books, documents, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts at any time in the course of this Agreement and during a six (6) year records retention period. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

20. CONTRIBUTION

If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (**Third-Party Claim**) against a Party (**the Notified Party**) with respect to which the other Party (**Other Party**) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim. With respect to a Third-Party Claim for which the Parties are jointly liable (or would be if joined in the Third-Party Claim), the Parties will contribute to the amount of expenses (including attorneys' fees), judgments, fines, and settlement amounts actually and reasonably incurred and paid or payable by the Parties in such proportion as is appropriate to reflect the relative fault of each Party in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of each Party will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Party had sole liability in the proceeding.

21. INTERPRETATION

The titles of the sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.

22. COUNTERPARTS

This Agreement may be signed in two (2) or more counterparts, each of which will be deemed an original and, when taken together, will constitute one and the same Agreement. The Parties may sign this Agreement, including any amendments, by electronic means, including the use of electronic signatures.

Signature Page Follows

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CITY OF PORTLAND

By: Raymond C. Lee, III Signed by: Raymond C. Lee III 79A587CA6F14423...

Its: City Administrator

Date: 10/28/2026

APPROVED AS TO FORM:

By: Signed by: Maya K. Haium BC36CE1E304B439...

CLACKAMAS COUNTY

By: Craig Roberts

Its: Chair, Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

By: _____