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Clackamas County
www.clackamas.us



May 7, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Interagency Agreement with the Oregon Department of Transportation for creation of Historic Highway State Trail maps. Agreement Value is \$20,000 for 10 months. Funding is through State Transient Lodging Tax. No County General Funds are involved.

Previous Board Action/Review: N/A

Performance Clackamas: This agreement supports a vibrant economy through tourism programs that invest state transient lodging tax.

Counsel Review: Yes

Procurement Review: N/A

Contact Person: Lizzie Keenan

Contact Phone: 971-378-4006

EXECUTIVE SUMMARY: Clackamas County serves as the Regional Destination Management Organization (RDMO) for Travel Oregon’s Regional Cooperative Tourism Program in the Mt. Hood/Gorge Region. This work is funded through State Transient Lodging Tax.

The RDMO served as a substitute applicant for Travel Oregon’s competitive grant program for an ODOT project to create a visitor map for the Historic Highway State Trail because Travel Oregon did not allow State Agencies to be direct applicants. The Office of Tourism already has a contract in place with Travel Oregon to receive \$20,000 in project funds. This agreement is between ODOT and the Office of Tourism for ODOT to complete the scope of work as outlined in the grant application.

The Historic Highway State Trail is a valuable recreation asset for the Mt. Hood and Columbia River Gorge region, and having accessible, clear, and up-to-date mapping available in online and print formats in multiple languages will encourage visitors to stay longer, driving economic impact. Mapping will also promote safer traffic management and responsible visitation in the Gorge, improving safe, secure, and livable communities. Improved visitor experiences in the Gorge support positive overall positive visitor experiences on Mt. Hood and in Clackamas County.

RECOMMENDATION: Staff recommends Board approve this contract and the Board authorize Chair Craig Roberts to sign on behalf of the County.

Respectfully submitted,

Lizzie Keenan
Director of Tourism

For Filing Use Only

AGREEMENT FOR SERVICES
Travel Oregon State Trail Map

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and Clackamas County, acting by and through its Office of Tourism, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, a state agency may enter into agreements with units of local government for the performance of any or all functions and activities that state agency, its officers, or agents have the authority to perform.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. **Project.** Under such authority, Agency wishes to retain the services of State to create a state trail map that provides an accessible, clear, and up-to-date map print and online distribution. The map will include various language translations including, Spanish, Simplified Mandarin, Japanese, and German for residents and visitors to the Gorge. State services are described in Exhibit A, hereinafter referred to as "Project."
2. ODOT is considered a vendor under this Agreement.
3. **Funding.**
 - a. The Project will be financed at an estimated cost of \$20,000 in Agency funds. The estimate for the total Project cost is subject to change. State shall be responsible for any nonparticipating costs, and Project costs beyond the estimate.
 - b. The maximum amount payable to the State for services under this Agreement is \$20,000 in funds available to Agency, as shown in Exhibit B.
4. **Exhibits Attached and Incorporated.**

This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference:

 - Exhibit TCD –Terms, Conditions and Definitions
 - Exhibit A – State and Agency Obligations
 - Exhibit B – Compensation & Payment Provisions
 - Exhibit C – Insurance **RESERVED**
 - Exhibit D – Special Terms & Conditions **RESERVED**

- Exhibit E – Americans with Disabilities Act (ADA) Compliance **RESERVED**
- Exhibit F – Contact Information

4. **Order of Precedence.**

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) Exhibit A, the Statement of Work,
- 4) All other Exhibits,
- 5) Any other attachments,
- 6) Any documents/information incorporated into this Agreement by reference.

This provision survives termination of the Agreement.

5. **Term of Agreement; Effective Date.** The term of this Agreement begins on the date all required signatures are obtained and terminates on February 28th, 2027, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

6. **Termination.** This Agreement may be terminated by mutual written consent of all Parties.

- a. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to perform any of the other provisions of this Agreement, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - ii. If Agency fails to provide payment of its share of the cost of the Project.
 - iii. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to fund its obligations for performance of this Agreement.
 - iv. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if

State is prohibited from paying for such services from the planned funding source.

- b. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
5. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.
6. **No Substitutions or Assignments.** Agency shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of State. State's consent to any subcontract (or other delegation of duties) does not relieve Agency of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the Parties, and, except as otherwise provided, their permitted legal successors and assigns.
7. **No Third Party Beneficiaries.** Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives termination of the Agreement.
8. **Waiver; Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.
9. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Project Manager at the physical address or email address set forth in Exhibit F, or to such other addresses as either Party may indicate pursuant to this paragraph. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply). Except as set forth above in this paragraph, the Parties may agree to provide operational notices such as delivery, acceptance or rejection of services or deliverables by email as may be mutually agreed in Exhibit A.

10. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.

11. **Counterparts.** This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

12. **Integration.** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

13. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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.

CLACKAMAS COUNTY, by and through its
Office of Tourism

By _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 1 Manager

Agency/State
Agreement No. 73000-00056179

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____
Agency Counsel

Date _____

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Policy & Development Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By N/A
Assistant Attorney General (If Over \$250,000)

Date _____

EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

THIRD PARTY CLAIMS: The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. 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 State or Agency with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand 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 State on the one hand and of Agency on the other hand shall 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
3. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand 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 Agency on the one hand and of State on the other hand shall 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

4. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

RECORDS

The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

WORKERS COMP

All employers, including the Agency and Agency's contractors, if any, that employ subject workers, as defined in ORS 656.027, who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and shall provide the required Workers' Compensation Insurance coverage, unless such employers are exempt under ORS [656.126\(2\)](#). The coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Agency shall ensure that each of its contractors complies with these requirements.

SUBCONTRACTOR REQUIREMENTS & INDEMNIFICATION

1. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
2. Any such indemnification shall also provide that neither Agency's contractor or subcontractor nor any attorney engaged by Agency's contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor or subcontractor is prohibited from defending the State of Oregon, or that Agency's contractor or subcontractor is not adequately defending the State of Oregon's interests, or that

an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor or subcontractor if the State of Oregon elects to assume its own defense.

3. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.

GOVERNING LAW; VENUE; CONSENT TO JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and Agency that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

COMPLIANCE WITH LAW

Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY

1. Definitions. As used in this Agreement, the following terms have the meanings set forth below:
 - a. "Agency Intellectual Property" means any intellectual property owned by Agency and developed independently from the work under this Agreement.
 - b. "Third Party Intellectual Property" means any intellectual property owned by an entity other than State or Agency.

- c. “Work Product” means every invention, discovery, work of authorship, trade secret, report, tangible or intangible item, or any other deliverables that Agency or State delivers or is required to deliver pursuant to this Agreement.
 2. All Work Product created under this Agreement, including derivative works and compilations, shall be **jointly owned by ODOT and Agency**, with each party holding an equal, undivided interest. Each party may use the Work Product for its governmental purposes without the consent of the other, subject to applicable law and the terms of this Agreement.
 - a. **Work Made for Hire.**

To the extent permitted by law, Work Product may be considered a “work made for hire” under the United States Copyright Act; however, **ownership shall remain jointly held** by ODOT and Agency. To the extent any Work Product does not qualify as a work made for hire, each party assigns to the other a joint, undivided ownership interest and agrees to execute documents reasonably necessary to confirm such ownership.
 - b. **Pre-Existing Intellectual Property.**

To the extent Work Product incorporates Agency Intellectual Property, Agency grants to ODOT a **perpetual, irrevocable, non-exclusive, royalty-free license** to use, reproduce, modify, distribute, perform, and display such intellectual property for governmental purposes.

To the extent Work Product incorporates Third Party Intellectual Property, Agency shall obtain equivalent rights for the benefit of both ODOT and Agency.
 - c. **Federal Requirements.**

The parties shall execute such documents as necessary to comply with applicable state or federal law requiring rights in Work Product, consistent to the extent permitted with the **joint ownership intent** of this section.
-

3. Delivery.

Agency shall deliver all Work Product to ODOT as it is produced, in accordance with the applicable schedule.

4. Surrender of Work Product.

Upon request, Agency shall provide ODOT, or its designee, all Work Product and related materials necessary to complete the Services.

5. Survival.

This section survives termination of the Agreement.

NON-APPROPRIATION

The State of Oregon’s payment obligations under this Agreement are conditioned upon ODOT’s receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODOT. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any

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other law regulating liabilities or monetary obligations of the State of Oregon. This provision survives termination of the Agreement.

REMEDIES

1. Agency default.
 - a. In the event Agency is in default under this Agreement, ODOT may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement, (ii) reducing or withholding payment for work or deliverables that Agency has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits of ORS 293.462, and (iv) exercise of its right of recovery of overpayments under this Agreement or setoff, or both.
 - b. These remedies are cumulative to the extent the remedies are not inconsistent, and ODOT may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
2. ODOT default.
 - a. In the event ODOT is in default under this Agreement or in the event ODOT terminates this Agreement, Agency's sole remedy will be:
 - i. For work compensable at a stated rate: A claim for unpaid invoices for work completed according to the requirements and acceptance criteria of this Agreement and for authorized expenses incurred and interest within the limits of ORS 293.462, less any claims ODOT has against Agency,
 - ii. For deliverable-based work: A claim for the sum designated for completing the deliverable multiplied by the percentage of work completed and accepted by Agency, plus authorized expenses incurred, and interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims ODOT has against Agency.
 - b. In no event will ODOT be liable to Agency for any expenses related to termination of this Agreement, including attorney fees. If previous amounts paid to Agency exceed the amount due to Agency, Agency shall promptly pay any excess to ODOT.
3. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
4. This provision survives termination of the Agreement.

EXHIBIT A
State and Agency Obligations
PROJECT: Travel Oregon State Trail Map

PROJECT DESCRIPTION and OVERVIEW of SERVICES

The goal of the project is for ODOT to create accessible, easy-to-print and physically-available maps of the State Trail in the Gorge to reach a more diverse audience and to help spread out visitation beyond the traditional "Waterfall Corridor." ODOT will create, translate, print and distribute accessible maps of the Historic Highway State Trail ("State Trail").

ODOT Responsibilities

ODOT will design the graphics for the map for the State Trail, including ADA facilities.

ODOT will translate the State Trail map into Spanish, Simplified Mandarin, Japanese and German.

ODOT will print the State Trail map, distribute the map and post the map to the ODOT website.

ODOT will provide to Agency a mid Project report. The report is due 2 weeks after Agency request.

ODOT will provide an accomplishment report and final budget (including a detail of final expenses) by November 2, 2026

Agency Responsibilities

Agency shall send ODOT a request for a mid-Project report 2 weeks prior to date needed.

EXHIBIT B COMPENSATION AND PAYMENT PROVISIONS

AGENCY OBLIGATIONS

Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$10,000 for the Project, said amount being equal to the estimated total cost for a portion of the work performed by State.

Upon completion of the Project, Agency agrees to reimburse State for all remaining Eligible Costs within forty-five (45) days of receipt and approval by Agency of monthly Project invoices. Agency agrees to pay State a maximum amount of \$20,000.

ODOT OBLIGATIONS

State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$10,000 for payment of a portion of the services under this agreement.

State shall present invoices for 100 percent of remaining Eligible Costs incurred by State on behalf of the Project directly to Agency's project manager for review and approval. Under no conditions shall Agency's obligations exceed \$20,000 including all expenses.

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EXHIBIT C – INSURANCE: RESERVED

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EXHIBIT D – RESERVED
EXHIBIT E - AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE-RESERVED

EXHIBIT F - CONTACT INFORMATION

1. The Parties Contact Information is as follows:

a. State's Contact:

State's Project Manager for this Agreement is:

Name:	Terra Lingley
Address:	123 NW Flanders St Portland, OR 97202
Ph:	503-351-0420
E-mail:	Terra.m.lingley@odot.oregon.gov

b. Agency Contacts:

Agency's Project Manager/Invoice Contact and remit address for payments is for this Agreement is:

Name:	Ithaca Janzen
Address:	2051 Kaen Road Oregon City, OR 97045
Ph:	971-235-1730
E-mail:	ithaca@hood-gorge.com

2. Either Party may change the Project Manager designation during the term of this Agreement by promptly sending written notice (e-mail acceptable) to the other Party, with a copy to Region 1 Major Projects.