



September 18, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of an Intergovernmental Agreement with the Oregon Department of Transportation for planning phase contributions to the Mt. Hood Rest Area Relocation Project. Agreement Value is \$50,000 for 2 years. Funding is through the Transient Lodging Tax. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	N/A		
<b>Performance Clackamas</b>	This contract supports strong infrastructure and a thriving economy in Clackamas County through local transient lodging tax.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	N/A
<b>Contact Person</b>	Lizzie Keenan	<b>Contact Person</b>	971-378-4006

**EXECUTIVE SUMMARY:** The Mt. Hood Rest Area Relocation project is a multi-phase collaborative endeavor to plan, design, and construct a new Mt. Hood rest area facility. Exponential growth in traffic and changes in use render the rest area no longer able to safely meet the travel, work, environmental, and recreational demands of the 21st century.

Relocating the Mt. Hood rest area will benefit the traveling public by:

- Increasing safety.
- Increasing traffic and freight capacity.
- Modernizing the rest area facility.
- Reducing environmental impacts.
- Improving the availability of public services.
- Enabling local development

Multiple agencies are working together to consider alternative locations for the relocation and this funding contribution of \$50,000 from the Office of Tourism is helping to pay a portion of the Planning Phase of that work. Planning Phase work includes: site criteria and preliminary screening, site selection evaluation, cultural review, environmental screen and review, and natural resource screening and review.

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

Respectfully submitted,  
Lizzie Keenan  
Director of Tourism

**INTERGOVERNMENTAL AGREEMENT  
Mt. Hood Rest Area Relocation Planning**

**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, also known as (aka) Oregon's Mt. Hood Territory, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, the State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money deposited shall be disbursed for the purpose for which it was deposited.
3. There is a multi-agency effort to consider alternative locations for the relocation of the Mt. Hood Rest Area.
4. The Mt. Hood Rest Area is currently located at Government Camp, along Highway 26. Highway 26 is a state-owned highway.
5. Agency desires to contribute funding to ODOT to assist in the planning phase of the Mt. Hood Rest Area relocation project.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, Agency has agreed to contribute \$50,000.00 to ODOT for staff participating and performing tasks to assist in the planning phase of the future relocation of the Mt. Hood Rest Area, hereinafter referred to as "Project."
2. The ODOT participation in the planning Project tasks may include site criteria & preliminary screening, site selection evaluation, cultural review, environmental screening & review, and natural resource screening & review.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on December 31, 2027, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

## **ODOT OBLIGATIONS**

1. ODOT shall perform the work described in Terms of Agreement number 1 and 2 of this Agreement.
2. ODOT shall keep accurate cost accounting records.
3. ODOT's primary contact for this Project is Sandra Hikari, Major Projects Principal Planner, 123 NW Flanders Street, Portland, Oregon, 97204, 971-281-4085, [Sandra.y.hikari@odot.oregon.gov](mailto:Sandra.y.hikari@odot.oregon.gov) , or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **AGENCY OBLIGATIONS**

1. 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 \$50,000.00 for the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under Terms of Agreement paragraph 1 and 2.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current biennial budget.
3. Agency's Project Manager for this Project is Lizzie Keenan, Executive Director, Oregon's Mt. Hood Territory, 2051 Kaen Road, Oregon City, Oregon, 97045, 971-378-4006, [lizzie@mthoodterritory.com](mailto:lizzie@mthoodterritory.com) or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Parties 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 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.

4. 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.
5. 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.
6. 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.

7. 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.

### **REMEDIES**

8. 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.
  - c. In no event will Agency be liable to ODOT for any expenses related to termination of this Agreement, including attorney fees.
9. 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:
  - b. 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.
  - c. 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.
  - d. In no event will ODOT be liable to Agency for any expenses related to termination of this Agreement, including attorney fees.

10. 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.
11. 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. 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.
12. 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.

**SIGNATURE PAGE TO FOLLOW**

Agency/State  
Agreement No.73000-00042495

**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**, Office of  
Tourism, aka Oregon's Mt. Hood Territory,  
by and through its authorized  
representative

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Counsel

Date \_\_\_\_\_

**Agency Contact:**

Lizzie Keenan  
Executive Director  
Clackamas County  
2051 Kaen Road  
Oregon City, Oregon 97045  
971-378-4006  
[lizzie@nthoodterritory.com](mailto:lizzie@nthoodterritory.com)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Transportation Planner

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

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

Date \_\_\_\_\_

**State Contact:**

Sandra Hikari  
Major Projects Principal Planner  
ODOT Region 1  
123 NW Flanders St.  
Portland, Oregon 97204  
971-281-4085  
[Sandra.y.hikari@odot.oregon.gov](mailto:Sandra.y.hikari@odot.oregon.gov)