



**CITY OF MILWAUKIE**

*"Dogwood City of the West"*

**Resolution No. 88-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AGREEMENTS (INTERGOVERNMENTAL AND MEMORANDUM OF UNDERSTANDING) WITH PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) ACCESS CENTERS FOR USE OF PEG FUNDS.**

**WHEREAS**, ORS Chapter 190 allows for units of local government to enter into agreements for the performance of any or all functions and activities which such units have the authority to perform; and

**WHEREAS**, the City collects funds, as a pass-through, from cable operators in the City; and

**WHEREAS**, the City desires to fund PEG access centers for the benefit of the residents; and

**Now, Therefore, be it Resolved** that the City Council of the City of Milwaukie authorizes the Mayor to sign Intergovernmental Agreements and a Memorandum of Understanding with PEG access centers.

Introduced and adopted by the City Council on 7/19/16.

This resolution is effective on 7/19/16.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

**AGREEMENT BETWEEN  
CITY OF MILWAUKIE  
AND  
CLACKAMAS COMMUNITY COLLEGE**

**I. Purpose**

- A. This Agreement is entered into between The City of Milwaukie (“City”), a municipal corporation, and Clackamas Community College (“CCC”), an institution of higher learning formed and existing under the authority of ORS Chapter 341.
- B. This Agreement provides for the reimbursement by the City to CCC for capital for facilities and equipment related to Public, Educational and Government (“PEG”) access costs. These reimbursements will assist CCC with the production and cablecasting of the community college educational access television channel(s).

**II. Responsibilities**

- A. CCC agrees to the following responsibilities under this Agreement:
  - 1. CCC will cablecast programs on educational access channel(s), using CCC’s facilities, subject to the usual operating rules of CCC.
  - 2. The funds provided by this Agreement shall be used only for reimbursement of CCC’s capital facility and equipment costs related to CCC’s production and cablecasting on CCC’s educational access channel(s).
  - 3. CCC shall maintain discrete accounting records of all activities associated with expenditures for which reimbursement is sought under this Agreement. CCC shall use and maintain accounting policies, practices, and procedures which are consistent with generally accepted accounting principles, and in accordance with applicable regulations. On request, CCC shall permit the City to inspect its accounting records and facilities as part of the activities.
  - 4. CCC warrants funds shall not be used to retire any debt or reimburse any person, entity, or municipality for expenditures not related to, or approved by this Agreement.
  - 5. CCC shall be responsible for producing, scheduling and administering the school’s educational access channel(s).

6. CCC shall submit requests for funds to the City's Finance Department, including detailed, paid receipts showing items purchased and prices paid by CCC. CCC further agrees to provide additional information as requested by the City to verify or understand requests for funds.
  - a. CCC may have the City invoiced directly for purchases, given prior approval is received from the City.
  - b. CCC is encouraged to obtain the City's approval prior to making purchases to verify reimbursement requirements and availability of funds.
7. CCC shall send all its normal communications to the City's Finance Department, consisting of, but not limited to:
  - a. Quarterly usage reports showing number of programs broadcast;
  - b. Equipment and usage reports;
  - c. Final approved budget; and
  - d. Annual financial report or audit.

B. City agrees to the following responsibilities under this Agreement:

1. City shall approve or reject requests for funds by CCC. City shall respond with payment or notice of rejection no more than 45 days from its receipt of requests for funds.
2. City shall reimburse CCC for capital costs with funds obtained as PEG funds from City's agreements with cable television franchisees annually, subject to City's approval of each request for reimbursement submitted by CCC.
3. Availability of funds for reimbursement under this Agreement shall be subject to the City receiving PEG funding from cable franchise agreements. If the City does not receive sufficient PEG funds to pay CCC's request, City shall promptly notify CCC and may reduce or eliminate funding in accordance with PEG funds available.
4. City may require CCC to take corrective action to remedy problems with implementation, evaluation, reporting, or administration of activities, to meet compliance standards. CCC shall submit documentation to prove satisfactory correction action has been taken in the time frame set forth by the City. City shall give 30 days written notice to correct non-compliance.

### **III. Liaison**

City liaison:

Reba Crocker, Right-of-way & Contracts Coordinator  
Finance Department  
10722 SE Main Street  
Milwaukie, Oregon 97222  
503-786-7519  
crockerr@milwaukieoregon.gov

CCC liaison:

Sue Goff, Dean of Arts & Sciences  
Oregon City Campus  
19600 Molalla Ave  
Oregon City, OR 97045  
503-594-3100  
sue.goff@clackamas.edu

### **IV. Other Terms and Conditions**

- A. The City and CCC agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations, including those on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age or disability.
- B. To the extent applicable, the provisions of Oregon public contracting law are incorporated herein by this reference.
- C. Each party is an independent contractor with regard to the other party and agrees that the nonperforming party has no control over the work and manner in which it is performed. No party is an agent or employee of any other.
- D. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each of the parties agrees to hold harmless and indemnify the other, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees. It is agreed between the parties that, as between them, CCC exercises control over the operations of its public access studio and cablecasting facilities, and will defend and indemnify City under this paragraph for claims arising therefrom.

- E. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272 and 30.273.
- F. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.
- G. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of six (6) years after receipt of final payment under this Agreement, provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- H. Access to Records. The City and its duly authorized representatives shall have access to the books, documents, papers, and records of CCC which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- I. This contract supersedes and cancels any prior contracts and/or agreements between the parties hereto for similar services.

## **V. Amendment**

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

## **VI. Term of Agreement**

- A. This Agreement becomes effect when it is signed by both parties.
- B. The initial term of the Agreement extends to June 30, 2017.
- C. This Agreement will be automatically renewed for successive terms of one year on each July 1, unless terminated as provided in this Agreement.

## **VII. Termination of Agreement**

- A. This Agreement may be suspended or terminated prior to the expiration of any term by:

1. Written notice provided, with or without cause, by either party no less than 30 days prior to the date of termination;
2. Written notice, in the case of a default under the terms of this agreement, giving no less than 21 days notice of the alleged default, with opportunity to cure within the 21-day period;
3. Mutual written agreement by the City and CCC, or;
4. Written notice shall be provided by the City if PEG funds become insufficient, or if there has been a change in federal, state or local laws or regulations causing the activities funded by this Agreement to no longer being eligible for funding. Termination under this paragraph shall be effective immediately.

B. Termination of this Agreement shall not discharge the obligations of CCC accrued prior to termination, including but not limited to, the obligation to allow audit or inspection.

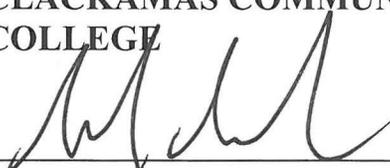
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**IN WITNESS WHEREOF**, City has caused this Agreement to be executed by its duly authorized undersigned officer and CCC has executed this Agreement on the date herein above first written.

**CITY OF MILWAUKIE**

**CLACKAMAS COMMUNITY COLLEGE**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

Mark Gamba, Mayor  
\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

7/19/16  
\_\_\_\_\_  
Date

**AGREEMENT BETWEEN  
CITY OF MILWAUKIE  
AND  
NORTH CLACKAMAS SCHOOL DISTRICT  
(SABIN-SHELLENBERG CENTER)**

**I. Purpose**

- A. This Agreement is entered into between The City of Milwaukie (“City”), a municipal corporation, and North Clackamas School District (“NCS D”) acting on behalf of the Sabin-Schellenberg Center (“SSC”), a school district formed and existing under the authority of ORS Chapter 332.
- B. This Agreement provides for the reimbursement by the City to SSC for capital for facilities and equipment related to Public, Educational and Government (“PEG”) access costs. These reimbursements will assist SSC with the production and cablecasting of the school’s educational access television channel(s).

**II. Responsibilities**

- A. SSC agrees to the following responsibilities under this Agreement:
  - 1. SSC will cablecast programs on educational access channel(s), using SSC’s or NCS D’s facilities, subject to the usual operating rules of NCS D and SSC.
  - 2. The funds provided by this Agreement shall be used only for reimbursement of SSC’s capital facility and equipment costs related to SSC’s production and cablecasting on SSC’s educational access channel(s).
  - 3. SSC shall maintain discrete accounting records of all activities associated with expenditures for which reimbursement is sought under this Agreement. SSC shall use and maintain accounting policies, practices, and procedures which are consistent with generally accepted accounting principles, and in accordance with applicable regulations. On request, SSC shall permit the City to inspect its accounting records and facilities as part of the activities.
  - 4. SSC warrants funds shall not be used to retire any debt or reimburse any person, entity, or municipality for expenditures not related to, or approved by this Agreement.
  - 5. SSC shall be responsible for producing, scheduling and administering the school’s educational access channel(s).

6. SSC shall submit requests for funds to the City's Finance Department, including detailed, paid receipts showing items purchased and prices paid by SSC. SSC further agrees to provide additional information as requested by the City to verify or understand requests for funds.
  - a. SSC may have the City invoiced directly for purchases, given prior approval is received from the City.
  - b. SSC is encouraged to obtain the City's approval prior to making purchases to verify reimbursement requirements and availability of funds.
7. SSC shall send all its normal communications to the City's Finance Department, consisting of, but not limited to:
  - a. Quarterly usage reports showing number of programs broadcast;
  - b. Equipment and usage reports;
  - c. Final approved budget; and
  - d. Annual financial report or audit.

B. City agrees to the following responsibilities under this Agreement:

1. City shall approve or reject requests for funds by SSC. City shall respond with payment or notice of rejection no more than 45 days from its receipt of requests for funds.
2. City shall reimburse SSC for capital costs with funds obtained as PEG funds from City's agreements with cable television franchisees annually, subject to City's approval of each request for reimbursement submitted by SSC.
3. Availability of funds for reimbursement under this Agreement shall be subject to the City receiving PEG funding from cable franchise agreements. If the City does not receive sufficient PEG funds to pay SSC's request, City shall promptly notify SSC and may reduce or eliminate funding in accordance with PEG funds available.
4. City may require SSC to take corrective action to remedy problems with implementation, evaluation, reporting, or administration of activities, to meet compliance standards. SSC shall submit documentation to prove satisfactory correction action has been taken in the time frame set forth by the City. City shall give 30 days written notice to correct non-compliance.

### **III. Liaison**

City liaison:

Reba Crocker, Right-of-way & Contracts Coordinator  
Finance Department  
10722 SE Main Street  
Milwaukie, Oregon 97222  
503-786-7519  
crocker@milwaukieoregon.gov

SSC liaison:

Deborah Barnes  
14450 SE Johnson Road  
Milwaukie, Oregon 97267  
503-353-5910 x 37640  
barnesd@nclack.k12.or.us

### **IV. Other Terms and Conditions**

- A. The City and SSC agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations, including those on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age or disability.
- B. To the extent applicable, the provisions of Oregon public contracting law are incorporated herein by this reference.
- C. Each party is an independent contractor with regard to the other party and agrees that the nonperforming party has no control over the work and manner in which it is performed. No party is an agent or employee of any other.
- D. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each of the parties agrees to hold harmless and indemnify the other, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees. It is agreed between the parties that, as between them, SSC exercises control over the operations of its public access studio and cablecasting facilities, and will defend and indemnify City under this paragraph for claims arising therefrom.
- E. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.727 and 30.273.

- F. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.
- G. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of six (6) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- H. Access to Records. The City and its duly authorized representatives shall have access to the books, documents, papers, and records of SSC which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- I. This contract supersedes and cancels any prior contracts and/or agreements between the parties hereto for similar services.

## **V. Amendment**

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

## **VI. Term of Agreement**

- A. This Agreement becomes effect when it is signed by both parties.
- B. The initial term of the Agreement extends to June 30, 2017.
- C. This Agreement will be automatically renewed for successive terms of one year on each July 1, unless terminated as provided in this Agreement.

## **VII. Termination of Agreement**

- A. This Agreement may be suspended or terminated prior to the expiration of any term by:
  - 1. Written notice provided, with or without cause, by either party no less than 30 days prior to the date of termination;

- 2. Written notice, in the case of a default under the terms of this agreement, giving no less than 21 days notice of the alleged default, with opportunity to cure within the 21-day period;
- 3. Mutual written agreement by the City and SSC, or:
- 4. Written notice shall be provided by the City if PEG funds become insufficient, or if there has been a change in federal, state or local laws or regulations causing the activities funded by this Agreement to no longer being eligible for funding. Termination under this paragraph shall be effective immediately.

C. Termination of this Agreement shall not discharge the obligations of SSC accrued prior to termination, including but not limited to, the obligation to allow audit or inspection.

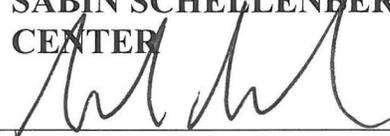
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**IN WITNESS WHEREOF**, City has caused this Agreement to be executed by its duly authorized undersigned officer and SSC has executed this Agreement on the date herein above first written.

**CITY OF MILWAUKIE**

**SABIN SCHELLENBERG  
CENTER**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

Kerensa Mauck, Director, Business Operations  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF MILWAUKIE  
AND  
FRIENDS OF WILLAMETTE FALLS MEDIA CENTER**

**I. Purpose**

- A. This Agreement is entered into between The City of Milwaukie ("City"), a municipal corporation, and Friends of Willamette Falls Media Center ("FoWFMC"), a 501(c)(3) corporation, established on October 17, 2011.
- B. This Agreement provides for the reimbursement by the City to FoWFMC for capital for facilities and equipment related to Public, Educational and Government ("PEG") access costs. These reimbursements will assist FoWFMC with the production and cablecasting of the Public access television channel(s).

**II. Responsibilities**

- A. FoWFMC agrees to the following responsibilities under this Agreement:
  - 1. Residents of the City shall be allowed full access to the FoWFMC studio to produce and edit TV programs for airing on the public access channel(s), subject to the usual operating rules and procedures of FoWFMC.
  - 2. Residents of the City shall be allowed to cablecast programs on access channel(s) using FoWFMC's facilities. In addition, residents shall be allowed to submit readerboard notices for cablecasting subject to the usual operating rules of FoWFMC.
  - 3. FoWFMC shall cablecast programs on access channel(s), using FoWFMC's facilities, subject to the usual operating rules of FoWFMC.
  - 4. The funds provided by this Agreement shall be used only for reimbursement of FoWFMC's capital facility and equipment costs related to FoWFMC's production and cablecasting on FoWFMC's access channel(s).
  - 5. FoWFMC shall maintain discrete accounting records of all activities associated with expenditures for which reimbursement is sought under this Agreement. FoWFMC shall use and maintain accounting policies, practices, and procedures which are consistent with generally accepted accounting principles, and in accordance with applicable regulations. On request, FoWFMC shall permit the City to inspect its accounting records and facilities as part of the activities.

6. FoWFMC warrants funds shall not be used to retire any debt or reimburse any person, entity, or municipality for expenditures not related to, or approved by this Agreement.
7. FoWFMC shall be responsible for producing, scheduling and administering the public access channel(s).
8. FoWFMC shall submit requests for funds to the City's Finance Department, including detailed, paid receipts showing items purchased and prices paid by FoWFMC. FoWFMC further agrees to provide additional information as requested by the City to verify or understand requests for funds.
  - a. FoWFMC may have the City invoiced directly for purchases, given prior approval is received from the City.
  - b. FoWFMC is encouraged to obtain the City's approval prior to making purchases to verify reimbursement requirements and availability of funds.
9. FoWFMC shall send all its normal communications to the City's Finance Department, consisting of, but not limited to:
  - a. Quarterly usage reports showing number of programs broadcast;
  - b. Equipment and usage reports;
  - c. Final approved budget; and
  - d. Annual financial report or audit.

B. City agrees to the following responsibilities under this Agreement:

1. City shall approve or reject requests for funds by FoWFMC. City shall respond with payment or notice of rejection no more than 45 days from its receipt of requests for funds.
2. City shall reimburse FoWFMC for capital costs with funds obtained as PEG funds from City's agreements with cable television franchisees annually, subject to City's approval of each request for reimbursement submitted by FoWFMC.
3. Availability of funds for reimbursement under this Agreement shall be subject to the City receiving PEG funding from cable franchise agreements. If the City does not receive sufficient PEG funds to pay FoWFMC's request, City shall promptly notify FoWFMC and may be reduce or eliminate funding in accordance with PEG funds available.
4. City may require FoWFMC to take corrective action to remedy problems with implementation, evaluation, reporting, or administration of activities, to meet compliance standards. FoWFMC shall submit documentation to

prove satisfactory correction action has been taken in the time frame set forth by the City. City shall give 30 days written notice to correct non-compliance.

### III. Liaison

City liaison:

Reba Crocker, Right-of-way & Contracts Coordinator  
Finance Department  
10722 SE Main Street  
Milwaukie, Oregon 97222  
503-786-7519  
crockerr@milwaukieoregon.gov

FoWFMC liaison:

Melody Ashford, Director  
1101 Jackson Street  
Oregon City, OR 97045  
(503) 650-0275  
melody@wfmstudios.org

### IV. Other Terms and Conditions

- A. The City and FoWFMC agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations, including those on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age or disability.
- B. To the extent applicable, the provisions of Oregon public contracting law are incorporated herein by this reference.
- C. Each party is an independent contractor with regard to the other party and agrees that the nonperforming party has no control over the work and manner in which it is performed. No party is an agent or employee of any other.
- D. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each of the parties agrees to hold harmless and indemnify the other, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees. It is agreed between the parties that, as between them, FoWFMC exercises control over the operations of its public access studio and cablecasting facilities, and will defend and indemnify City under this paragraph for claims arising therefrom.

- E. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272 and 30.273.
- F. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.
- G. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of six (6) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- H. Access to Records. The City and its duly authorized representatives shall have access to the books, documents, papers, and records of FoWFMC which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- I. This contract supersedes and cancels any prior contracts and/or agreements between the parties hereto for similar services.

## **V. Amendment**

This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

## **VI. Term of Agreement**

This Agreement shall become effective upon final signature and shall expire, unless otherwise terminated or extended, on June 30, 2018. The City shall also retain the right to renew for five (5) two-year extensions to the Agreement.

## **VII. Termination of Agreement**

- A. This Agreement may be suspended or terminated prior to the expiration of any term by:
  - 1. Written notice provided, with or without cause, by either party no less than 30 days prior to the date of termination;

2. Written notice, in the case of a default under the terms of this agreement, giving no less than 21 days notice of the alleged default, with opportunity to cure within the 21-day period;
  3. Mutual written agreement by the City and FoWFMC, or:
  4. Written notice shall be provided by the City if PEG funds become insufficient, or if there has been a change in federal, state or local laws or regulations causing the activities funded by this Agreement to no longer being eligible for funding. Termination under this paragraph shall be effective immediately.
- C. Termination of this Agreement shall not discharge the obligations of FoWFMC accrued prior to termination, including but not limited to, the obligation to allow audit or inspection.

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IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and FoWFMC has executed this Agreement on the date herein above first written.

**CITY OF MILWAUKIE**

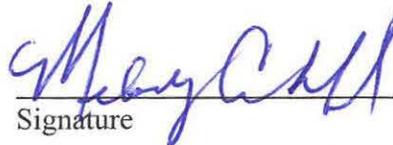


Signature

Mark Gamba, Mayor  
Printed Name & Title

7-27-16  
Date

**FRIENDS OF WILLAMETTE  
FALLS MEDIA CENTER**



Signature

Melody Ashford, Executive Director  
Printed Name & Title

8/9/16  
Date