



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory Geist
Director

June 25, 2015

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 2 to the Intergovernmental Agreements between Clackamas County and Clackamas County Service District No. 1, Tri-City Service District, and the Surface Water Management Agency of Clackamas County for Purposes of Clarifying Employment Liability Insurance Provision

Purpose/Outcome	Provide clarity regarding employment liability insurance provision for WES service districts
Dollar Amount and Fiscal Impact	Each District, as proposed in the current budget document, would pay a premium for participation in the self-insurance risk pool
Funding Source	CCSD#1, TCSD, SWMACC rate revenues
Safety Impact	None
Duration	For the life of the original intergovernmental agreements
Previous Board Action/Review	Adoption of the original agreements were approved by the Board of County Commissioners on Jun. 5 2003 – agenda item 060503 – V.1; Amendment No. 1 to the agreements regarding accounting practices was approved by the Board of County Commissioners on Jun. 12, 2014 – agenda item 061214 – G.1 & X.3
Contact Person	Chris Storey, Assistant County Counsel: 503 742-4623
Contract No.	

BACKGROUND:

Clackamas County has entered into service agreements with each of Clackamas County Service District No. 1, Tri-City Service District, and the Surface Water Management Agency of Clackamas County for the provision of county services, such as employment, management, payroll, financial management support, legal support, facilities and maintenance, and other services. A wrongful termination claim brought to light that each of the districts did not have outside employment liability insurance. After review of the options, staff believes that participation by each of the districts in the county self-insurance risk pool for employment liability issues is the most cost-effective means of minimizing that exposure to liability.

Staff has drafted proposed amendments to each of the service agreements for the three WES districts to clarify the employment liability insurance issue. Adoption would be by vote once on behalf of the County, and by vote on behalf of each of the applicable service district.

RECOMMENDATION

Staff respectfully recommends that the Board amend the service intergovernmental agreements between the County and each of Clackamas County Service District No. 1, Tri-City Service District, and the Surface Water Management Agency of Clackamas County to clarify and affirm the ability of those districts to obtain employment liability insurance from outside vendors or the County through its self-insurance risk pool.

Sincerely,

A handwritten signature in cursive script that reads "Greg Geist, for".

Greg Geist
Director

AMENDMENT NO. 2

To The

INTERGOVERNMENTAL AGREEMENT

Between

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 and

CLACKAMAS COUNTY

This Amendment No. 2 (this "Amendment") is entered into by and between Clackamas County Service District No. 1, a county service district organized pursuant to Oregon Revised Statutes Chapter 451 ("District") and Clackamas County, a political subdivision of the State of Oregon ("County") as of the date set forth below.

WHEREAS, the District and the County entered into that certain intergovernmental agreement dated June 5, 2003 as subsequently amended (the "Agreement") regarding the provision of services by the County; and

WHEREAS, the District and the County desire to amend the Agreement as set forth herein to clarify certain risk management issues;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended to add the following language at the end of Section 3.A:

“Consistent with the overall policy and strategic objectives of the District governing body, the District Administrator and the District Director shall direct all efforts provided by the County and its employees and agents. The County and the District agree that the District shall be responsible for all costs, claims, liability and expenses pertaining to employee actions or inactions. In support of this, the District shall procure insurance in an appropriate amount through a third party vendor, the County risk management pool, or self-insure, as may be directed by its governing body. The parties agree that, with respect to the services provided by County employees, the District shall be responsible for costs, claims, liability and expenses relating to employment practice issues, including but not limited to termination, discipline, hostile workplace, discrimination, retaliation or other related employment issues, given that such actions will be taken consistent with the direction of the District Administrator and/or the District Director.

2. To the extent the District has participated in the County risk management pool for any of the above previously, such actions and participation are hereby ratified and affirmed.

3. Except as stated herein, the parties affirm the Agreement and agree that no other provisions have been changed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of June 25, 2015.

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1	CLACKAMAS COUNTY
By: _____	By: _____
Title: <u>Chair</u>	Title: <u>Chair</u>
ATTEST: _____	ATTEST: _____

AMENDMENT NO. 2

To The

INTERGOVERNMENTAL AGREEMENT

Between

TRI-CITY SERVICE DISTRICT and

CLACKAMAS COUNTY

This Amendment No. 2 (this "Amendment") is entered into by and between Tri-City Service District, a county service district organized pursuant to Oregon Revised Statutes Chapter 451 ("District") and Clackamas County, a political subdivision of the State of Oregon ("County") as of the date set forth below.

WHEREAS, the District and the County entered into that certain intergovernmental agreement dated June 5, 2003 as subsequently amended (the "Agreement") regarding the provision of services by the County; and

WHEREAS, the District and the County desire to amend the Agreement as set forth herein to clarify certain risk management issues;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended to add the following language at the end of Section 3.A:

“Consistent with the overall policy and strategic objectives of the District governing body, the District Administrator and the District Director shall direct all efforts provided by the County and its employees and agents. The County and the District agree that the District shall be responsible for all costs, claims, liability and expenses pertaining to employee actions or inactions. In support of this, the District shall procure insurance in an appropriate amount through a third party vendor, the County risk management pool, or self-insure, as may be directed by its governing body. The parties agree that, with respect to the services provided by County employees, the District shall be responsible for costs, claims, liability and expenses relating to employment practice issues, including but not limited to termination, discipline, hostile workplace, discrimination, retaliation or other related employment issues, with such actions taken consistent with the direction of the District Administrator and/or the District Director.

2. To the extent the District has participated in the County risk management pool for any of the above prior to the date of adoption of this Amendment, such actions and participation are hereby ratified and affirmed.

3. Except as stated herein, the parties affirm the Agreement and agree that no other provisions have been changed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of June 25, 2015.

TRI-CITY SERVICE DISTRICT	CLACKAMAS COUNTY
By: _____	By: _____
Title: <u>Chair</u>	Title: <u>Chair</u>
ATTEST: _____	ATTEST: _____

AMENDMENT NO. 2

To The

INTERGOVERNMENTAL AGREEMENT

Between

SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY

and

CLACKAMAS COUNTY

This Amendment No. 2 (this "Amendment") is entered into by and between Surface Water Management Agency Of Clackamas County, a county service district organized pursuant to Oregon Revised Statutes Chapter 451 ("District") and Clackamas County, a political subdivision of the State of Oregon ("County") as of the date set forth below.

WHEREAS, the District and the County entered into that certain intergovernmental agreement dated June 5, 2003 as subsequently amended (the "Agreement") regarding the provision of services by the County; and

WHEREAS, the District and the County desire to amend the Agreement as set forth herein to clarify certain risk management issues;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended to add the following language at the end of Section 3.A:

“Consistent with the overall policy and strategic objectives of the District governing body, the District Administrator and the District Director shall direct all efforts provided by the County and its employees and agents. The County and the District agree that the District shall be responsible for all costs, claims, liability and expenses pertaining to employee actions or inactions. In support of this, the District shall procure insurance in an appropriate amount through a third party vendor, the County risk management pool, or self-insure, as may be directed by its governing body. The parties agree that, with respect to the services provided by County employees, the District shall be responsible for costs, claims, liability and expenses relating to employment practice issues, including but not limited to termination, discipline, hostile workplace, discrimination, retaliation or other related employment issues, with such actions taken consistent with the direction of the District Administrator and/or the District Director.

2. To the extent the District has participated in the County risk management pool for any of the above prior to the date of adoption of this Amendment, such actions and participation are hereby ratified and affirmed.

3. Except as stated herein, the parties affirm the Agreement and agree that no other provisions have been changed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of June 25, 2015.

SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY	CLACKAMAS COUNTY
By: _____	By: _____
Title: Chair _____	Title: Chair _____
ATTEST: _____	ATTEST: _____