



March 24, 2016

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement between  
 Clackamas County Service District No. 1 and City of Happy Valley, Oregon  
for Street Sweeping Services

<b>Purpose/Outcomes</b>	Board approval of the IGA between CCSD#1 and the City of Happy Valley for street sweeping services.
<b>Dollar Amount and Fiscal Impact</b>	\$83,000 budgeted in CCSD#1 Surface Water Management budget for 2015-2016.
<b>Funding Source</b>	CCSD#1 Surface Water Fees. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2015. Renews annually for up to 5 years.
<b>Previous Board Action</b>	Approval of previous IGA on 022312 VI. 1.
<b>Strategic Plan Alignment</b>	1. Meeting stormwater regulatory compliance requirements. 2. Honor, utilize, promote and invest in our natural resources.
<b>Contact Person</b>	Ron Wierenga, Surface Water Manager – WES 503-742-4581
<b>Contract No.</b>	

**BACKGROUND:**

Clackamas County Service District No. 1 (CCSD#1) has been working with the City of Happy Valley, Oregon to provide enhanced street sweeping activities since 2012. The Project has two primary objectives:

- a) Sweep designated streets and arterial roads within the District in order to remove dirt and debris from the road surface before it enters the storm drainage ways and is conveyed to nearby streams and waterways.
- b) Demonstrate a cooperative approach to meeting the Clackamas County DEQ MS4 and TMDL Permit requirements.

The purpose of this intergovernmental agreement is to authorize Happy Valley to sweep roads in the district and to seek reimbursement for costs associated with the enhanced street sweeping program.

**RECOMMENDATION:**

Staff recommends the Board approve the IGA between CCSD#1 and the City of Happy Valley for street sweeping services.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
and CITY OF HAPPY VALLEY, OREGON  
FOR STREET SWEEPING SERVICES**

This Intergovernmental Agreement (“Agreement”) is entered into on \_\_\_\_\_, 2015 by and between the City of Happy Valley, Oregon (“CITY”), and Clackamas County Service District No. 1 (“DISTRICT”) for the provision of street sweeping services on designated streets and arterials within the boundaries of the DISTRICT.

This Agreement is authorized pursuant to ORS 190.110 and becomes effective upon full execution by the parties.

1. Effective Date and Duration. This Agreement shall become effective upon execution by the DISTRICT and the CITY. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2016 and automatically renew on July 1 for a one year term for a cumulative total of no more than (5) years.
2. Statement of Work. The statement of work is attached hereto as Attachment 1 (“Statement of Work”) and incorporated by reference into this Agreement. The CITY agrees to perform the services described in the Statement of Work in accordance with the terms and conditions of this Agreement.
3. Consideration. DISTRICT agrees to pay the CITY an agreed upon rate per hour for services provided under this Agreement as described in the Statement of Work. The parties shall update the Statement of Work throughout the term of this Agreement as necessary.
4. Schedule of Performance. The delivery schedule for the provision of these services is described in the Statement of Work and CITY agrees to perform as set forth therein.
5. Project Location. Street sweeping services provided under this Agreement will occur on designated streets and arterials as described in the Statement of Work.
6. Project Managers. Each party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate project manager at their address below:

City of Happy Valley  
Chris Randall  
C/o City of Happy Valley  
16000 SE Misty Drive  
Happy Valley, OR 97086  
(503)783-3800

Clackamas County Service District No. 1  
Ron Wierenga  
C/o Water Environment Services  
150 Beaver Creek Rd.  
Oregon City, OR 97045  
(503) 557-2801

7. Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement, Attachment 1 (Statement of Work) and Figure 1.
8. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
9. Reimbursement.
  - A. On a quarterly basis the CITY shall submit itemized invoices to DISTRICT for reimbursement of services performed during the preceding quarter, noting the project and DISTRICT contract number, describing the work done with sufficient particularity, the allocation of costs, all in accordance with line items set forth in the Statement of Work.
  - B. The quarterly invoice shall be submitted no later than 30 days following the end of that performance period.
  - C. Invoices shall be submitted in duplicate, identifying the DISTRICT agreement number to Project Managers listed above. Project Managers shall pay all approved invoices within 30 days. If there is a dispute regarding the level of service provided, the DISTRICT shall pay the undisputed amounts and the Project Managers shall meet to discuss the disputed amounts.
10. Termination.
  - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
  - B. Either party may terminate this Agreement effective not less than 30 days from delivery of written notice or at such other date as may be established by both parties under any of the following conditions:
    - 1) If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.
    - 2) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized by this Agreement.
  - C. Either party may terminate this Agreement in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the breaching party written notice of intent to terminate. If the party has not cured the breach within 10 days of receipt of the notice of termination, the party seeking compliance may terminate this Agreement without further action.

11. Funds Available and Authorized. Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within either party's current appropriation and limitation for Fiscal Year 2015-2016. Both parties understand and agree that payment of amounts under this Agreement attributable to work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority. If the DISTRICT's Board does not appropriate funds for subsequent fiscal years for the balance of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written notice to the CITY.
12. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
13. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts.
14. Compliance with Applicable Law. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement.
15. No Third Party Beneficiary. The DISTRICT and the CITY 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 shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
16. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, including: the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.
17. Merger Clause & Counterparts. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. This Agreement may be executed in two or more counterparts, which collectively shall represent a single binding agreement.

[Signature Page Follows]

IN WITNESS HEREOF, the parties hereby agree to this Agreement:

**Clackamas County Board of County  
Commissioners on behalf of  
Clackamas County Service District No. 1**

**City of Happy Valley**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Jason Tuck, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Counsel