



Gregory L. Geist  
Director

April 14, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with  
City of West Linn and Clackamas County Service District #1  
for Environmental Laboratory Services

<b>Purpose/Outcomes</b>	Provide environmental laboratory analysis required for West Linn to meet their permit requirements as an MS 4 co-permittee.
<b>Dollar Amount and Fiscal Impact</b>	Annual revenue of \$ 10,000.
<b>Funding Source</b>	N/A - No County General Funds are involved.
<b>Duration</b>	Effective upon signature and expires on June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. Supports key results for environmental monitoring 2. Supports the goal of ensuring ratepayers have a properly functioning infrastructure that supports healthy waterways
<b>Contact Person</b>	Mona LaPierre, Monitoring and Compliance Manager, WES, 503-557-2830
<b>Contract No.</b>	N/A

**BACKGROUND:**

Clackamas County Service District No. 1 ("CCSD#1") and the City of West Linn are co-permittees on Phase I municipal separate storm sewer system permits ("MS4 Permits") issued by the Oregon Department of Environmental Quality ("DEQ"). Requirements of the permit include monitoring and laboratory analysis in the MS4 permitted area.

Five of the co-permittees have developed a Comprehensive Clackamas County Monitoring Plan dated June 2013. DEQ adopted the plan, and the City of West Linn wishes to have an intergovernmental agreement ("IGA") so that laboratory analysis will be performed by CCSD#1 staff and reimbursed based upon time and materials.

District staff assessed the impact of the arrangement and determined that it could be accommodated without significant impact to our current regulatory and district obligations. In addition, coordinating these services between the co-permittees will allow for a holistic approach in data analysis for the County's MS4 system. This IGA is based upon cost of analyses.

County Counsel reviewed this document.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners sitting as the board for the Clackamas County Service District #1 approve Intergovernmental Agreement with the City of West Linn for Environmental Laboratory Services.

Respectfully submitted,

Gregory Geist, Director  
Water Environment Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
AND  
CITY OF WEST LINN**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the **City of WEST LINN-est Linn** (“City”), a political subdivision of the State of Oregon, and **Clackamas County Service District No. 1** (“District”), a county service district formed under Oregon Revised Statutes 451, for the provision of stormwater quality monitoring services. This Agreement is authorized pursuant to ORS 190.110.

1. **Effective Date and Duration.** This Agreement shall become effective upon signature by District representative. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2017 (“Expiration Date”). This Agreement shall automatically renew for one (1) additional two-year period, unless otherwise terminated by the parties pursuant to Section 9 below. This Agreement may be otherwise extended by mutual written agreement of the parties at any time prior to its Expiration Date.
2. **Statement of Work.** The statement of work (the “Work”) is contained in Attachment 1, attached ~~hereto~~ and incorporated by reference into this Agreement. District agrees to perform the Work in accordance with the terms and conditions of this Agreement.
3. **MS4 Compliance.** The City remains responsible for compliance with all of its Municipal Separate Storm Sewer System (“MS4”) Permit requirements. The District assumes no liability regarding any fees, fines, or other costs that may arise from a failure of the City to meet its MS4 requirements.
4. **Consideration.** The City agrees to pay District based upon time and materials for the tasks as referenced in Attachment 1.
5. **Schedule of Performance.** The delivery schedule for the provision of these services is also contained in Attachment 1, ~~attached hereto and incorporated by reference into this Agreement.~~
6. **Project Site.** The Project site location is provided in Attachment 1.
7. **Project Managers; Notice.** 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 individual. To be effective, any notice required to be given under this Agreement may be given by personal delivery to the address below or may be sent by certified mail, return receipt requested and if sent via certified mail return receipt requested such notice will be deemed delivered three (3) business days after postmark. Notice may also be given by overnight delivery service, effective upon receipt of such delivery.

City of ~~WEST LINN~~West Linn  
NAME Attn: Beth Randolph  
Address 4100 Norfolk St.  
~~WEST LINN~~West Linn, OR 97068  
(503) ~~742-8624~~

Clackamas County Service District No. 1  
Mona LaPierre  
c/o Water Environment Services  
150 Beaver Creek Road  
WEST LINN, OR 97045  
(503) 557-2830

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. **Payment.**
  - A. Within 45 days of conducting a sampling event on behalf of City, District shall submit an itemized invoice to City for reimbursement of services performed during the sampling event, which shall include a description of the project and District contract number and the allocation of costs.
  - B. City shall pay all invoices within 30 days.
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 for any reason. City shall be responsible for any costs of Work done on its behalf prior to the effective date of the termination.
  - C. Either party may terminate this Agreement in the event of a breach by the other party. However, prior to such termination, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this Agreement.
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 each party's current appropriation and limitation through ~~their~~ each party's current fiscal year ~~2013-2014~~. 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.
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 documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

14. **Compliance with Applicable Law.**
  - a. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Both party's performance under this Agreement is conditioned upon either parties compliance with the provisions of the Oregon Revised Statutes, including but not limited to ORS 279A, B, and C, which are incorporated by ~~this relevant~~ reference ~~herem~~.
  - b. The City is and remains responsible for compliance with its MS4 Permit obligations. The District assumes no liability regarding any fees, fines, or other costs related to meeting those permit obligations by entering into this Agreement.
15. **No Third Party Beneficiary.** The District and 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, 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.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
18. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
19. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties ~~hereto~~ have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

City of ~~WEST LINN~~ West Linn

**Clackamas County Board of County  
Commissioners Acting as the Governing  
Body for Clackamas County Service District  
No. 1 by:**

\_\_\_\_\_  
*[Insert Name]*,

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Counsel

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

**ATTACHMENT #1**  
**Clackamas County Service District #1 and City of West Linn**  
**Stormwater Quality Monitoring Project**  
**Statement of Work**

**PURPOSE**

The purpose of this attachment (the “Attachment”) is to define the specific responsibilities of the City of West Linn (“City”) and Clackamas County Service District No. 1 (“District”). City desires to obtain stormwater quality monitoring and laboratory services from District in order to comply with its Phase I MS4 NPDES permit (“Permit”) monitoring requirements.

**PROJECT DESCRIPTION AND LOCATION**

The project (“Project”) involves the analyses of samples from monitoring sites located in the City of West Linn as specified in the Comprehensive Clackamas County Stormwater Monitoring Plan dated June, 2013 (“Plan”).

**PROJECT COSTS**

The cost of the Project will be based upon time and materials and established laboratory fees plus an 8% premium. This data will be captured through the Water Environment Services Time Card and Financial Systems. Rates are adjusted annually and effective July 1.

**RESPONSIBILITIES**

Laboratory Analysis

**The City Shall:**

1. Collect field and lab samples at the site specified for routine and storm events.
2. For storm samples, an attempt should be made to collect lab samples that are composites representing three individual samples collected throughout the event and separated by a minimum of one hour. The time and date when sample are collected should also be documented.
3. Analyze grab samples in the field as specified in the Permit. The time and date of when these samples are collected should also be documented.
4. Collect adequate samples such as field blanks and duplicates in order to conduct the required quality assurance and quality control reviews of the data.
5. Deliver samples to the lab prior to 2:30 pm on the day of sampling unless there is a prior agreement from the District for an alternate time.
6. Submit payment to the District for City’s share of the Project cost within 30 days of receipt of invoice from the District and all deliverables as described in Responsibilities above.
7. Provide an updated contact list of City personnel that are involved with stormwater sampling to the District to ensure clear communications.

**The District Shall:**

1. Analyze the grab and composite samples in the lab for analyses as specified in the Permit, the Comprehensive Clackamas County MS4 Stormwater Monitoring Plan, and as requested on the District's Chain of Custody form.
2. Provide hard copy results of the field and laboratory results to the City within 45days of the date the City provides the sample.
3. Submit an invoice that itemizes the costs to the City within 60 days of conducting a sampling event.