



Gregory L. Geist
Director

June 9, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment No. 1 to the Intergovernmental Agreement between Clackamas County Service District No. 1, Tri-City Service District and Clackamas County
for Facilities Management and Maintenance

Purpose/Outcomes	This Amendment is to extend the term of contracted services from the County Facilities Department for maintenance and repair of selected facilities in Clackamas County Service District No. 1 with a reduced scope and budget.
Dollar Amount and Fiscal Impact	Retroactively extend the Agreement for the original amount of \$270,000 annually through June 30, 2016, then reduce the scope and budget down to \$200,000 for Fiscal Year 16/17.
Funding Source	Clackamas County Service District No. 1's share of \$134,000.00 from the operation and maintenance budgets. No General Funds involved.
Duration	July 1, 2015 – June 30, 2017
Previous Board Action/Review	Approved the original Intergovernmental Agreement —051514 VIII. 1.
Strategic Plan Alignment	1. WES customers will benefit from a well-managed utility, and WES priorities and policy recommendations will reflect optimum economies of scale. 2. Build trust through good government
Contact Person	Greg Eyerly, WES Operations Manager, 503-557-2802
Contract No.	N/A

BACKGROUND:

In 2015, Clackamas County Service District No. 1 (“CCSD #1”), the Tri-City Service District and Clackamas County (“County”) entered into an Intergovernmental Agreement for Facilities Management and Maintenance for an annual total of \$270,000 that covered all the facilities, excluding pump stations, within the two Districts. The Agreement term expired on June 30, 2015, and the parties have continued to perform in accordance with that Agreement. Moving forward, CCSD #1 and the County desire to continue this arrangement and acknowledge the work performed since the expiration by retroactively extending the Agreement term.

Further, with the current backlog in service requests for the County Facilities Department, as well as the need to optimize the power usage at CCSD #1’s treatment facility through the Strategic Energy Management Program, CCSD #1 worked with Facilities Department to reduce the scope of services requested from the Facilities Department. CCSD #1’s plant staff will directly manage any facilities projects outside the agreed upon scope of services attached to this Amendment No. 1.

RECOMMENDATION:

CCSD #1 staff recommend the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Amendment No. 1 to the Intergovernmental Agreement between Clackamas County Service District No. 1, Tri-City Service District and Clackamas County for Facilities Management and Maintenance.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

**AMENDMENT No. 1
TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1,
TRI-CITY SERVICE DISTRICT AND
CLACKAMAS COUNTY FOR
FACILITIES MANAGEMENT AND MAINTENANCE**

This AMENDMENT NO. 1 to the INTERGOVERNMENTAL AGREEMENT (this “Amendment No. 1”) is made and entered into on the ____ of _____, 2016, by and between CLACKAMAS COUNTY SERVICE DISTRICT NO.1 and TRI-CITY SERVICE DISTRICT, both county service districts formed under ORS 451 (“District”), and CLACKAMAS COUNTY, a political subdivision of the State of Oregon (“County”), for providing facilities management and maintenance services, hereinafter referred to as the “Services.”

WHEREAS, the parties entered into that certain Intergovernmental dated May 15, 2014 for providing facilities management and maintenance services (the “Agreement”); and

WHEREAS, the parties have continued to perform under the conditions of the Agreement after the expiration of the original term; and

WHEREAS, the parties desire to ratify the work completed since the expiration of the original Agreement term and continue the arrangement with a reduced scope of Services by extending the term of the Agreement, modifying Exhibit A and reducing the maximum compensation contained therein;

NOW, THEREFORE, for good and sufficient consideration, the parties hereby agree that:

1. To reflect an extension of the term, the Agreement’s Paragraph 2.1 is hereby replaced in its entirety with:

2.1 Term. Unless earlier terminated, this Agreement shall commence retroactively on July 1, 2015 and remain in full force and effect until June 30, 2017. The parties acknowledge that the County has been performing Services under the Agreement on District facilities since July 1, 2015 and hereby ratify those Services.

2. To reflect a change in the Scope, the Agreement’s Exhibit A is hereby replaced in its entirety with the following, which shall be effective as of June 30, 2016:

See Exhibit A attached hereto and incorporated therein.

3. To reflect a decrease of total annual compensation by \$70,000 starting on June 30, 2016, the Agreement’s Article 3.1 is hereby replaced in its entirety with:

3.1 Compensation. The Districts agree to pay the County an amount not to exceed TWO HUNDRED AND SEVENTY THOUSAND and 00/100 Dollars (\$270,000.00) annually through June 30, 2016, after which the Districts agree to pay the County an amount not to exceed TWO HUNDRED THOUSAND and 00/100 Dollars (\$200,000.00) annually in accordance with a reduced Scope of Services. Notwithstanding anything else to the contrary herein, no changes in the amounts-not-to-exceed above shall be made without prior written approval of the Districts. The costs shall be apportioned to the Districts based on the scope and frequency of services provided by the County. The exact level of compensation for services performed during fiscal year 2015-2016 shall be determined after the parties evaluate the detailed accounting provided in section 3.2.2 of this Agreement.

4. The District and the County ratify the remainder of the Agreement and affirm that no other changes are made hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1:

Chair

Date

Recording Secretary

TRI-CITY SERVICE DISTRICT:

Chair

Date

Recording Secretary

CLACKAMAS COUNTY:

Chair

Date

Recording Secretary

EXHIBIT A – SCOPE OF SERVICES

As of June 30, 2016, the scope of services shall be limited to maintenance and the facilities management of the three facilities identified below. The scope of services does not include the costs associated with any capital improvements to any facility.

TRI-CITY SERVICE DISTRICT

TRI-CITY WASTEWATER TREATMENT PLANT - ADMINISTRATION AND WATER QUALITY LABORATORY BUILDINGS

- Facilities overhead
- Select security system product updates
- Janitorial paper products
- General building maintenance supplies
- Building repairs & maintenance
- Plumbing repairs & maintenance
- HVAC repair & maintenance
- Painting – interior only
- Security system repairs & maintenance
- Janitorial
- Grounds maintenance
- Landscape
- Vandalism/graffiti removal & repair

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

KELLOGG CREEK WATER RESOURCE RECOVERY FACILITY - ADMINISTRATION BUILDING, LOCKER ROOM AND LUNCHROOM

- Facilities overhead
- Janitorial paper products
- General building maintenance supplies
- Building repairs & maintenance
- Plumbing repairs & maintenance
- HVAC repair & maintenance
- Painting – interior only
- Janitorial
- Grounds maintenance
- Landscape
- Vandalism/graffiti removal & repair

HOODLAND

- Work as requested. Additional project costs not included in the allocated budget.

BORING

- Work as requested. Additional project costs not included in the allocated budget.

82ND DRIVE BRIDGE (GLADSTONE & OREGON CITY BRIDGE)

- Work as requested. Additional project costs not included in the allocated budget.