



Gregory L. Geist
Director

August 18, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
North Clackamas Parks and Recreation District and Clackamas County Service District #1
for Environmental Laboratory Services

| | |
|--|---|
| Purpose/Outcomes | Provide laboratory analysis on behalf of the North Clackamas Parks and Recreation District to perform a baseline for lead in drinking water and ongoing monitoring as needed. |
| Dollar Amount and Fiscal Impact | Annual revenue of \$ 3,000. |
| Funding Source | No Clackamas County Service District #1 funds involved. No County General Funds are impacted. |
| Duration | Effective upon signature and expires on June 30, 2019 |
| Previous Board Action | None. |
| Strategic Plan Alignment | 1. Supports the Operations line of business purpose of providing services so communities can have a properly functioning infrastructure that supports healthy waterways. 2. Supports the County's goal of ensuring safe, healthy and secure communities. |
| Contact Person | Mona LaPierre, Monitoring and Compliance Manager, WES – 503-557-2830 |
| Contract No. | NA |

BACKGROUND:

Clackamas County Service District #1 (“District”) requests the approval of an Intergovernmental Agreement (“IGA”) with the North Clackamas Parks and Recreation District (“NCPRD”).

NCPRD wishes to perform baseline testing and ongoing monitoring of lead in the drinking water of the District’s facilities. The District will provide the laboratory collection and analysis services to the NCPRD with costs based upon time and materials.

District staff assessed the impact of the arrangement and determined that it could be accommodated without significant impact on our current regulatory and District obligations.

The IGA was reviewed by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District #1 approve the Intergovernmental Agreement with North Clackamas Parks and Recreation District for Environmental Laboratory Services.

Respectfully submitted,

Greg Geist
WES Director

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
AND
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the **North Clackamas Park and Recreation District** (“NCPRD”), a county service district, and **Clackamas County Service District No. 1** (“District”), a county service district formed under Oregon Revised Statutes 451, for the provision of water 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, 2019 (“Expiration Date”). This Agreement shall automatically renew for one (1) additional three-year period, unless otherwise terminated by the parties pursuant to Section 9 below.
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. **Consideration.** NCPRD agrees to pay District based upon time and materials for the tasks as referenced in Attachment 1.
4. **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.
5. **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.

North Clackamas Parks and Recreation District

Attn: Kevin Cayson
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-8030

Clackamas County Service District No. 1

Mona LaPierre
c/o Water Environment Services
150 Beaver Creek Road
Oregon City, 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 receiving samples from NPCRD, District shall submit an itemized invoice to NPCRD for reimbursement of services performed for analysis, which shall include a description of the project and District contract number and the allocation of costs.
 - B. NPCRD 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. NPCRD 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 fiscal years. 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 relevant reference herein.
15. **No Third Party Beneficiary.** The District and NPCRD 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.

**Clackamas County Board of County
Commissioners Acting as the Governing
Body of North Clackamas Parks and
Recreation District**

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

Chair

Chair

Date

Date

Recording Secretary

Approved as to Form:

County Counsel