



Gregory L. Geist
Director

October 13, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
Clackamas County and Clackamas County Service District #1
for Water Quality Monitoring Services

Purpose/Outcomes	Provide laboratory analysis on behalf of Clackamas County to perform a baseline and ongoing monitoring for drinking water contaminants identified in the Safe Drinking Water Act.
Dollar Amount and Fiscal Impact	Annual revenue of \$ 2,500; additional funds for post testing monitoring as needed
Funding Source	N/A
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.	N/A

BACKGROUND:

Clackamas County Service District #1 ("CCSD #1") requests the approval of an Intergovernmental Agreement ("IGA") with Clackamas County ("County").

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

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

The IGA was reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve the Intergovernmental Agreement with Clackamas County for Environmental Laboratory Services.

Respectfully submitted,

Gregory Geist
Director

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

This Intergovernmental Agreement (“Agreement”) is entered into by and between **Clackamas County** (“County”) 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 10 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.** County 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.

Clackamas County -Parks

Attn: Rick Gruen
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 County, District shall submit an itemized invoice to County 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. County 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. County 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.** 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. County remains solely responsible for compliance with any regulatory requirements imposed upon it through the Safe Drinking Water Act or other application regulations.
15. **No Third Party Beneficiary.** The District and County 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

Clackamas County Service District No. 1

Chair

Chair

Date

Date

Recording Secretary

Approved as to Form:

County Counsel

ATTACHMENT #1
Clackamas County Service District #1 and Clackamas County
Drinking Water Monitoring Project
Statement of Work

PURPOSE

The purpose of this attachment (the “Attachment”) is to define the specific responsibilities of Clackamas County (“County”) and Clackamas County Service District No. 1 (“District”). The County desires to obtain laboratory services from District in order to perform a baseline and ongoing monitoring for drinking water contaminants as identified in the Safe Drinking Water Act (“SDWA”).

PROJECT DESCRIPTION AND LOCATION

The project (“Project”) involves the analysis of samples from drinking water sites located within facilities and in Clackamas County Parks as identified by Clackamas County.

PROJECT COSTS

The cost of the Project will be based upon time and materials and established laboratory fees. The fee for FY 16/17 is \$32.64. 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

County Shall:

1. Collect field and drinking water lab samples at the site specified for baseline and ongoing monitoring events.
2. Deliver samples to the District’s Water Quality Lab prior to 3:00 pm on the day of sampling unless there is a prior agreement from the District for an alternate time.
3. Submit payment to the District for County’s share of the Project cost within 30 days of receipt of invoice from the District and all deliverables as described in the responsibilities above.
4. Provide an updated contact list of County personnel that are involved with sampling to the District to ensure clear communications.

District Shall:

1. Analyze the samples in the lab for analyses as requested on the District’s Chain of Custody form.
2. Provide hard copy results of the laboratory results to County within 30 days of the date the County provides the sample.
3. Submit an invoice that itemizes the costs to County within 60 days of conducting a sampling event.