



Gregory L. Geist
Director

October 27, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1, Multnomah County, Clean Water Services, and the City of Gresham for a Regional Public Awareness and Media Campaign for TMDL and NPDES Stormwater Permit Requirements

Purpose/Outcomes	Continue work as part of the Regional Coalition for Clean River and Stream Education
Dollar Amount and Fiscal Impact	\$8,000.00 (Joint funding with Surface Water Management Agency of Clackamas County)
Funding Source	Clackamas County Service District No. 1 FY 2016-17 District Budget
Duration	June 30, 2017
Previous Board Action/Review	Original IGA: 071711 VI. 1. on March 17, 2011 Amendment 1: 091015 V. 2. on September 10, 2015
Strategic Plan Alignment	This program supports the WES Strategic Plan objective that customers will continue to benefit from a well-managed utility and properly functioning infrastructure that supports healthy streams and reduces flooding, and that 50% of District streams are healthy. This program supports the County's Strategic Plan objective of building a strong infrastructure that delivers services to customers.
Contact Person	Ron Wierenga (503) 742-4581

BACKGROUND:

Clackamas County Service District No. 1 (CCSD1) meets river and stream health regulatory requirements as prescribed by the Oregon Department of Environmental Quality. These requirements are for Total Maximum Daily Load (TMDL) pollutant reductions as part of National Pollutant Discharge Elimination System (NPDES) stormwater permits. Sibling agencies throughout the region also have responsibilities associated with their own permits of these same type. As the goals for carrying out the regulations in these permits ultimately pertain to the same regional watershed, a number of agencies with this responsibility have sought out the creation of a common collaborative public education process that meet the goals for all agencies.

Under this agreement, the parties are continuing work as the Regional Coalition for Clean Rivers and Streams (Coalition). The goal of the Coalition is to develop and implement a regional stormwater pollution prevention public awareness campaign, specifically to:

1. raise public awareness about the connection between stormwater pollution and watershed health in our region;
2. promote individual responsibility for prevention of polluted waterways;
3. foster public understanding of stormwater/pollution prevention and fish recovery and create public awareness messages that can be applied by each jurisdiction throughout the region;
4. serve as communications sources to any jurisdiction/group working on stormwater/fish restoration efforts;
5. project to the public a regional partnership and unified approach to public education and communications issues regarding water quality to maximize public resources and avoid duplication of efforts; and
6. meet NPDES stormwater permit conditions.

Funding for the Coalition is based on the combination of the population of each city, county or service district and an average of the participants. The population figures come from Portland State University Urban Affairs Program and were confirmed and agreed upon by each service district. Funding on behalf of WES is split between CCSD1 and Surface Water Management Agency of Clackamas County.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Intergovernmental Agreement between Clackamas County Service District No. 1, Multnomah County, Clean Water Services, and the City of Gresham for a Regional Public Awareness and Media Campaign for TMDL and NPDES Stormwater Permit Requirements.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement (Agreement) is entered into by and between the following parties: Clean Water Services, a county service district formed pursuant to ORS Chapter 451 (District); Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County, both county service districts formed pursuant to ORS Chapter 451 (Clackamas County); Multnomah County, a home rule county, acting by and through its Department of Community Services (Multnomah County); and the City of Gresham (each a “Party” and collectively, the “Parties”).

RECITALS

- A. The Parties have the authority to enter into this Agreement pursuant to ORS 190.003 et seq.
- B. The Parties hereto are Designated Management Agencies (DMA) for Total Maximum Daily Load (TMDL) pollutant reductions and have been issued National Pollutant Discharge Elimination System (NPDES) stormwater permits from the Oregon Department of Environmental Quality (ODEQ).
- C. Many jurisdictions and organizations are working to find solutions that will address the water quality needs of the region’s watersheds as a whole.
- D. The Parties agree to be known as the Regional Coalition for Clean Rivers and Streams (Coalition) for the purposes of this Agreement.
- E. The Parties agree that a collaborative and constructive process to coordinate, develop and implement a regional stormwater pollution prevention public awareness and media campaign consistent with certain NPDES stormwater permit conditions relating to public education is necessary.
- F. The Parties believe it is in the best interests of all to coordinate, develop and implement a regional stormwater pollution prevention public awareness and media campaign to promote ways to protect and improve water quality, and address stormwater runoff pollution problems.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. PURPOSE

1.01 The purpose of this Agreement is to coordinate, develop and implement a regional public awareness and media campaign consistent with certain TMDL and NPDES stormwater permit requirements.

SECTION 2. REGIONAL PUBLIC AWARENESS AND CAMPAIGN.

2.01 Goals. The Parties agree that the goals of the media and public awareness campaign are to:

- (a) raise public awareness about the connection between stormwater pollution and watershed health in our region;
- (b) promote individual responsibility for prevention of polluted waterways;
- (c) foster public understanding of stormwater/pollution prevention and fish recovery and create public awareness messages that can be applied by each jurisdiction throughout the region;
- (d) serve as communications sources to any jurisdiction/group working on stormwater/fish restoration efforts;
- (e) project to the public a regional partnership and unified approach to public education and communications issues regarding water quality to maximize public resources and avoid duplication of efforts; and
- (f) meet NPDES stormwater permit conditions.

2.02 Duration. Subject to Section 4 of this Agreement dealing with termination or withdrawal, this Agreement shall be effective from the date of the last signature and terminates on June 30, 2017, unless the majority of the Parties elect to terminate sooner. A majority of the Parties is defined as fifty percent (50%) of the participating entities plus one (1).

2.03 Meetings; Manner of Acting. The Parties shall meet on a periodic basis at a mutually convenient time and place. Any decision seeking financing or other financial obligation, or other forms of indebtedness, shall require an affirmative majority vote, in person or by proxy, of the governing body of each Party, except that any representative may bind his/her entity without governing body approval if the amount in question is within his/her delegated contracting authority.

2.04 Task Leaders. Task leaders may be appointed by the Parties. If appointed, the task leaders shall, subject to control and direction of the Parties, conduct the following tasks: (1) budget and fiscal activities; (2) purchasing and business activities; (3) financial reporting not less than once monthly and preparing such other reports and the information as the Parties may require; and (4) conducting the day-to-day affairs under this Agreement.

2.05 Budgeting and Accounting. It is anticipated that each Party shall budget its staff and funds for costs or provision of in-kind services to develop and implement the regional media and public awareness campaign. The annual budget shall not exceed thirty-one thousand dollars (\$31,000) as provided in Exhibit A, without the written approval of all Parties.

Unless otherwise unanimously agreed, each Party's share of the expenses incurred pursuant to this Agreement shall be proportionate to the individual Party's population in relation to the combined population of all Parties as set forth in Exhibit A to this Agreement.

Each Party shall be responsible only for its proportionate share of expenses incurred pursuant to this Agreement.

2.06 Fiscal Year. For purposes of this Agreement, the fiscal year shall begin on July 1 and end on June 30 of each year.

SECTION 3. INDIVIDUAL ENTITY OBLIGATION.

3.01 Scope of Participation. It is intended that this Agreement will allow the individual entities to participate in the development and implementation of the regional media and public awareness campaign as they desire as set forth in Exhibit B to this Agreement.

3.02 Authorization of Multnomah County. By execution hereof, all Parties hereto authorize Multnomah County to enter into a contract(s) and incur costs necessary and consistent with the purposes of developing and implementing the regional media and public awareness campaign. The Parties acknowledge and agree that Multnomah County will incur costs and execute the contract(s), but that all are benefited thereby and that this authorization is limited to the cost share amount for each entity shown in Exhibit A to this Agreement. The Parties acknowledge and agree that Multnomah County is not obligated to enter into

contract(s) or incur costs in excess of the amounts actually contributed by the Parties pursuant to Section 3.03.

3.03 Contribution and Distribution of Funds. Within thirty days after execution of the Agreement, Multnomah County will invoice each Party for their proportionate share (unless otherwise unanimously agreed) of the costs of this Agreement, as set forth on Exhibit A. Payments to Multnomah County shall be due within 30 days following invoice. Payments shall be made to "Multnomah County" at its offices "Attention Roy Iwai, Department of Community Services Transportation Division, 1620 SE 190th Ave , Portland, Oregon, 97233." Any amount unpaid after 30 days shall accrue interest at nine percent (9%) per annum until paid. Multnomah County shall make all payments required under the contract(s).

3.04 Approval of Campaign. The representative of each Party shall be given a reasonable opportunity to review and approve all aspects of the final media campaign. The final media and public awareness campaign, including but not limited to campaign message contents, media methods chosen, frequency of distribution and area of distribution shall require the approval of the representative of each Party prior to implementation.

3.05 Funding by Parties. As permitted by law, each Party may seek and obtain funding from other public or private entities for previously approved or additional proposed activities pursuant to this Agreement.

3.06 Licensed Use of Final Media Campaign Materials. No Party shall give a license to use any intellectual property or work product created under this Agreement for the final media and public awareness campaign without the written consent of all Parties. To the extent that the creation of any intellectual property or work product created under this Agreement creates associated ownership rights in the Parties, the Parties shall equally share those ownership rights.

SECTION 4. TERMINATION.

4.01 Withdrawal. Any Party may elect to terminate its obligations and withdraw from further participation under this Agreement by giving written notice of its desire to the other Parties. Withdrawal shall be effective 60 days after

notice is given. The withdrawing entity shall be responsible for the entity's share, as set forth in Exhibit A.

4.02 Termination of Agreement. If a majority of the Parties elect to terminate this Agreement, or if the Agreement reaches the end of the term, any remaining assets upon termination, after payment of any outstanding debts, shall be distributed to the original contributing Party and any remaining cash or other proceeds upon termination, after payment of any outstanding debts, shall be distributed proportionately according to the formula established for the term of the Agreement in Exhibit A, unless there is a unanimous written agreement otherwise.

4.03 Jurisdiction of Circuit Court. With the agreement of all Parties involved in a dispute, the dispute may be settled by arbitration under the jurisdiction of the Circuit Court of the State of Oregon for Multnomah County pursuant to ORS Chapter 36.

SECTION 5. AMENDMENT.

This Agreement may be amended by mutual written agreement of the representatives of each Party. Any subsequent amendments to this Agreement which increase the cost to any Party shall not be effective until approved and signed by the General Manager, Director or designee, or when required by the applicable Party's rules, the governing body of the Party.

SECTION 6. GENERAL PROVISIONS.

6.01 Merger Clause. This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

6.02 Assignment. No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of all other Parties.

6.03 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

6.04 Notices. Any notice herein or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

Clean Water Services
Attn: Karen DeBaker
2550 SW Hillsboro Highway
Hillsboro, OR 97123
(503) 681-4450
debakerk@cleanwaterservices.org

Clackamas County c/o Water Environment Services
Attn: Gari Johnson
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4631
GJohnson2@co.clackamas.or.us

Multnomah County, Department of Community Services
Attn: Roy Iwai
1620 SE 190th Ave
Portland, OR 97233-5910
(503) 988-0195
roy.iwai@multco.us

City of Gresham
Attn: Keri Handaly
1333 NW Eastman Parkway
Gresham, OR 97030
(503) 618-2657
Keri.handaly@greshamoregon.gov

6.05 Costs, Disbursements, and Fees. If a dispute should arise among the Parties regarding any term or portion of this Agreement, each Party shall bear their own costs, disbursements, and fees.

6.06 Counterparts. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, any one of which shall constitute an agreement between and among the Parties. Executed originals (or counterpart originals) of this Agreement may be delivered by electronic mail or by facsimile, which electronic mail or facsimile copies shall be deemed originals.

6.07 Indemnification. Subject to the limitations on liability contained in the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, save, hold harmless, and indemnify all other Parties and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of that Party or its officers, employees, subcontractors, or agents under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Cooperative Agreement on the date set forth opposite their names below:

CLEAN WATER SERVICES

By: _____

Title: _____

Date: _____

Approved as to form

District Counsel

CLACKAMAS COUNTY SERVICE
DISTRICT NO.1

By: _____

Title: _____

Date: _____

SURFACE WATER MANAGEMENT
AGENCY OF CLACKAMAS COUNTY

By: _____

Title: _____

Date: _____

Approved as to Form:

MULTNOMAH COUNTY, OREGON

By: _____

Title: _____

Date: _____

Reviewed:

JENNY M. MADKOUR, COUNTY
ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Katherine Thomas, Assistant County
Attorney

CITY OF GRESHAM, OREGON

By: _____

Title: _____

Date: _____

Attest:

Approved as to form:

By: _____
Title: City Clerk

By: _____
Title: City Attorney

EXHIBIT A

REGIONAL COALITION FOR CLEAN RIVERS AND STREAMS

Cost Sharing Formula

The cost sharing formula developed by the Coalition is based on the combination of the population of each city, county or service district and an average of the participants. There are four partners. The population figures come from Portland State University Urban Affairs Program and were confirmed and agreed upon by each service district.

The proposed budget for development of this media and public awareness campaign is \$31,000. The cost for each Coalition member is a rounded figure based on percentage of population, as follows:

	<i>Population</i>	<i>Percentage</i>	<i>Annual Budget</i>
Clackamas WES	279,890	27.2%	\$ 8,000
CWS	572,000	55.6%	\$ 17,000
Multco	57,070	5.5%	\$ 2,000
Gresham	120,000	11.7%	\$ 4,000
TOTAL	1,028,960	100.0%	\$ 31,000

EXHIBIT B

REGIONAL COALITION FOR CLEAN RIVERS AND STREAMS

Scope of Work

The Coalition will maintain an annual media and public awareness campaign that will utilize a variety of media outreach tools that will maximize each agency's investment. The campaign will target diverse audiences.

Messages may include, but not be limited to, "The River Starts Here" campaign promotion, featuring stormwater pollution prevention messages and water quality messages.

The Coalition will:

- Develop a schedule for the campaign;
- Develop the campaign and decide on media outlets;
- Secure the media outlets and purchase time;
- Develop the mechanical artwork or broadcast tapes;
- Seek additional sponsorship from potential corporate partners;
- If needed, the group will develop a scope of work, Request for Proposal document and conduct selection of a creative or administrative consultant;
and
- Conduct evaluation and distribute report of the campaign following implementation.