



January 19, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Acting as the governing body of Water Environment Services
 Clackamas County

Approval of an Intergovernmental Agreement with the City of West Linn for Mapleton Pump Station Bioxide Dosing. Agreement value is \$75,000 over 4.5 years. Funding is through Water Environment Services Sanitary Sewer Construction Fund. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – August 2, 2022 & January 17, 2023		
Performance Clackamas	This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Jessica Rinner	Contact Phone	503-742-4551

EXECUTIVE SUMMARY: WES owns and operates the Bolton Pump Station, located in the Bolton neighborhood of West Linn. This pump station requires additional operational interventions to prevent odors and pipe corrosion. WES determined that adding bioxide to the wastewater stream above the Bolton Pump Station could solve these issues. Through pilot testing, WES identified the City’s Mapleton Pump Station as the best location for dosing bioxide to ensure enough contact time to allow the bioxide to accomplish the intended effect. The bioxide dosing at the Mapleton Pump Station will benefit homeowners located near the Bolton Pump Station to provide maximum odor control, as well as, benefit WES by reducing corrosion of WES’ pipes.

WES worked with the City of West Linn to develop an IGA to allow WES to install a new bioxide storage tank on the City’s Mapleton Pump Station site. The IGA outlines the responsibilities of both WES and West Linn. WES will own and operate the bioxide storage tank. WES will pay for the cost of construction of the new storage tank, the bioxide, and maintenance of the dosing system. In return, West Linn will allow access to their site for chemical deliveries.

This IGA documents and outlines the roles and responsibilities of both West Linn and WES. WES will pay for upgrades to Mapleton Pump Station to implement the dosing of bioxide and supply the bioxide. West Linn is

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agreeing to allow WES access to the Mapleton Pump Station to deliver bioxide and maintain the dosing system.

The IGA was approved by the City of West Linn on November 15, 2022.

RECOMMENDATION: WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the Intergovernmental Agreement between Water Environment Services and City of West Linn for Mapleton Pump Station Bioxide Dosing.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist
Director, WES

Attachment: Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WATER ENVIRONMENT SERVICES
AND THE CITY OF WEST LINN
FOR MAPLETON PUMP STATION BIOXIDE DOSING**

THIS AGREEMENT (this “Agreement”) is entered into and between **Water Environment Services** (“District”), a political subdivision of the State of Oregon, and the **City of West Linn** (“Agency”), an Oregon municipal corporation, collectively referred to as the “Parties” and each a “Party.”

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The District’s Bolton Pump Station, located in the Bolton neighborhood of Agency (“Bolton Pump Station”), requires additional operational interventions to prevent odors and corrosion. The District has determined that adding bioxide to the wastewater stream above the Bolton Pump Station could solve those issues. Through pilot testing, the District identified the Agency’s Mapleton Pump Station, further described in Exhibit A attached hereto and incorporated herein (“Mapleton Pump Station”), as the best location for dosing bioxide to ensure enough contact time to allow the bioxide to accomplish the intended effect. The additional bioxide dosing will benefit homeowners located near the Bolton Pump Station.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon June 30, 2027. The Parties may agree to future renewals of this Agreement in five-year increments upon a writing signed by both Parties.
2. **Obligations of Agency.**
 - A. The Agency grants the District access to the Mapleton Pump Station for the purposes described in this Agreement.
 - B. The Agency grants the District permission to install additional bioxide storage, as further depicted in Exhibit B, attached hereto and incorporated herein.
 - C. The Agency authorizes District to access the property in order to engage in all necessary ongoing operation and maintenance of the system, including, but not limited to, regular chemical deliveries, checking or adjusting dosing rates, etc.
3. **Obligations of District.**
 - A. The District will install the bioxide dosing system at the Mapleton Pump Station.
 - B. The District will maintain the bioxide dosing system at the Mapleton Pump Station by ensuring a regular deliver of chemicals and proper dosing.
4. **Consideration.** The consideration for this Agreement is the performance by the Parties of the obligations identified above.

5. Representations and Warranties.

- A. *Agency Representations and Warranties:* Agency represents and warrants to District that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *District Representations and Warranties:* District represents and warrants to Agency that District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the District or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the District or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The District or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The District may terminate this Agreement in the event the District fails to receive expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the District is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and

defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.

B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Jessica Rinner or their designee will act as liaison for the District.

Contact Information:

Jessica Rinner, P.E.
503-484-0365
jrinner@clackamas.us

Lance Calvert or their designee will act as liaison for the Agency.

Contact Information:

Lance Calvert, PE
503-722-3424
lcalvert@westlinnoregon.gov

10. **General Provisions.**

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of

the State of Oregon and the ordinances of the District and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between District and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** District shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of three (3) years, following Agreement termination. District shall maintain all financial records in accordance with generally accepted accounting principles. During this record retention period, District shall permit the Agency's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** Reserved.
- F. **Hazard Communication.** District shall notify Agency prior to using products containing hazardous chemicals to which Agency employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon Agency's request, District shall provide Material Safety Data Sheets for the products subject to this provision.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **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.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Assignment.** Neither Party shall assign or transfer any interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall not be unreasonably withheld.

- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (O), (R), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Both Parties agree that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor District shall be held responsible for delay or default caused by events outside of the Agency or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Reserved.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

Signature Page Follows

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Water Environment Services

City of West Linn

Chair

 CITY MGR.

[name/title]

Date

11/15/22

Date

Approved as to Form:

Approved as to Form:



County Counsel

City Attorney

1/9/23

Date

Date

Exhibit A

Mapleton Pump Station Map



Site Address 5101 Mapleton Drive, West Linn

Exhibit B

Figure 1 – Proposed Installation of Bioxide Storage
Mapleton Pump Station

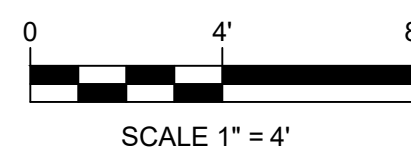
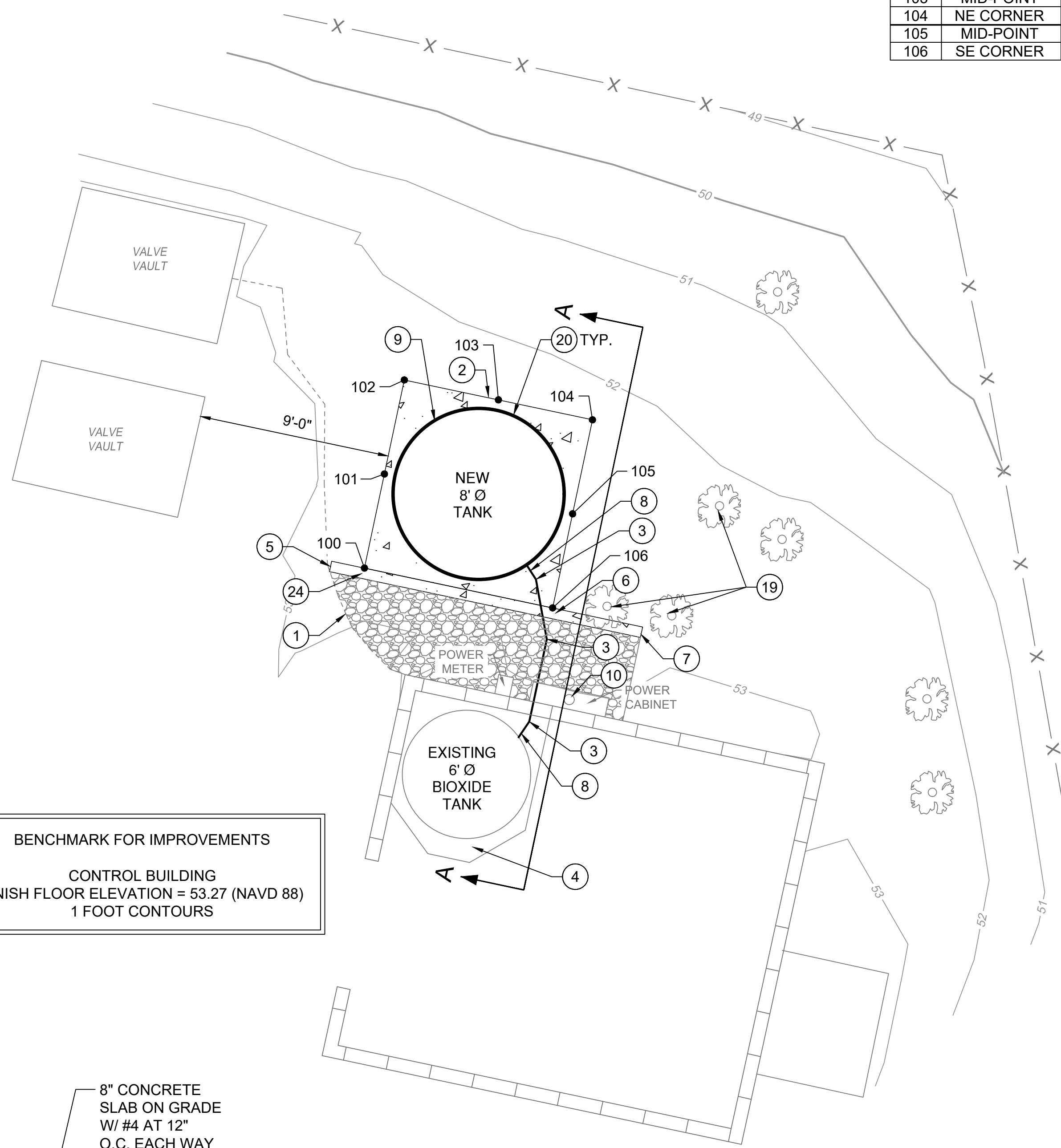
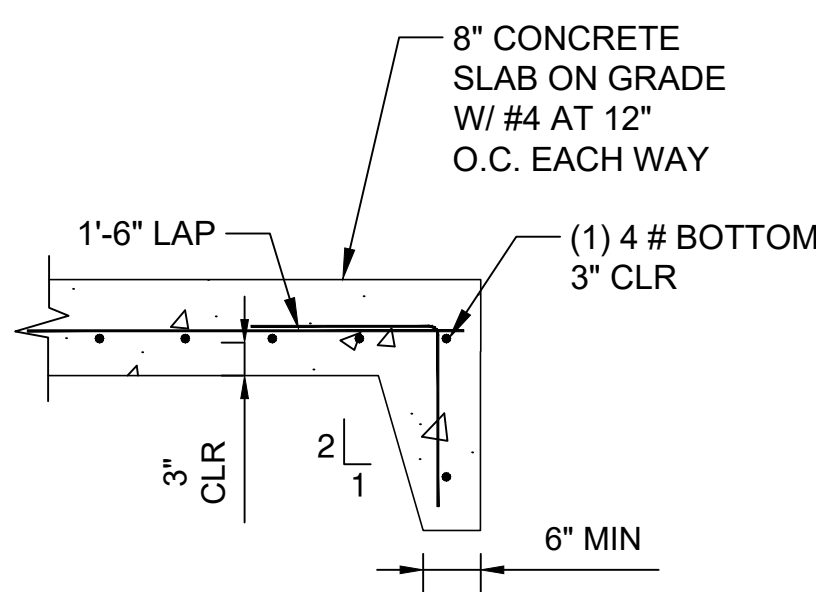


TABLE 1			
POINT	LOCATION	TOP SLAB	BOTTOM FOOTING
100	SW CORNER	53.55	52.25
101	MID-POINT	53.55	51.50
102	NW CORNER	53.55	51.50
103	MID-POINT	53.55	51.50
104	NE CORNER	53.55	51.50
105	MID-POINT	53.55	51.75
106	SE CORNER	53.55	52.00



BENCHMARK FOR IMPROVEMENTS
 CONTROL BUILDING
 FINISH FLOOR ELEVATION = 53.27 (NAVD 88)
 1 FOOT CONTOURS

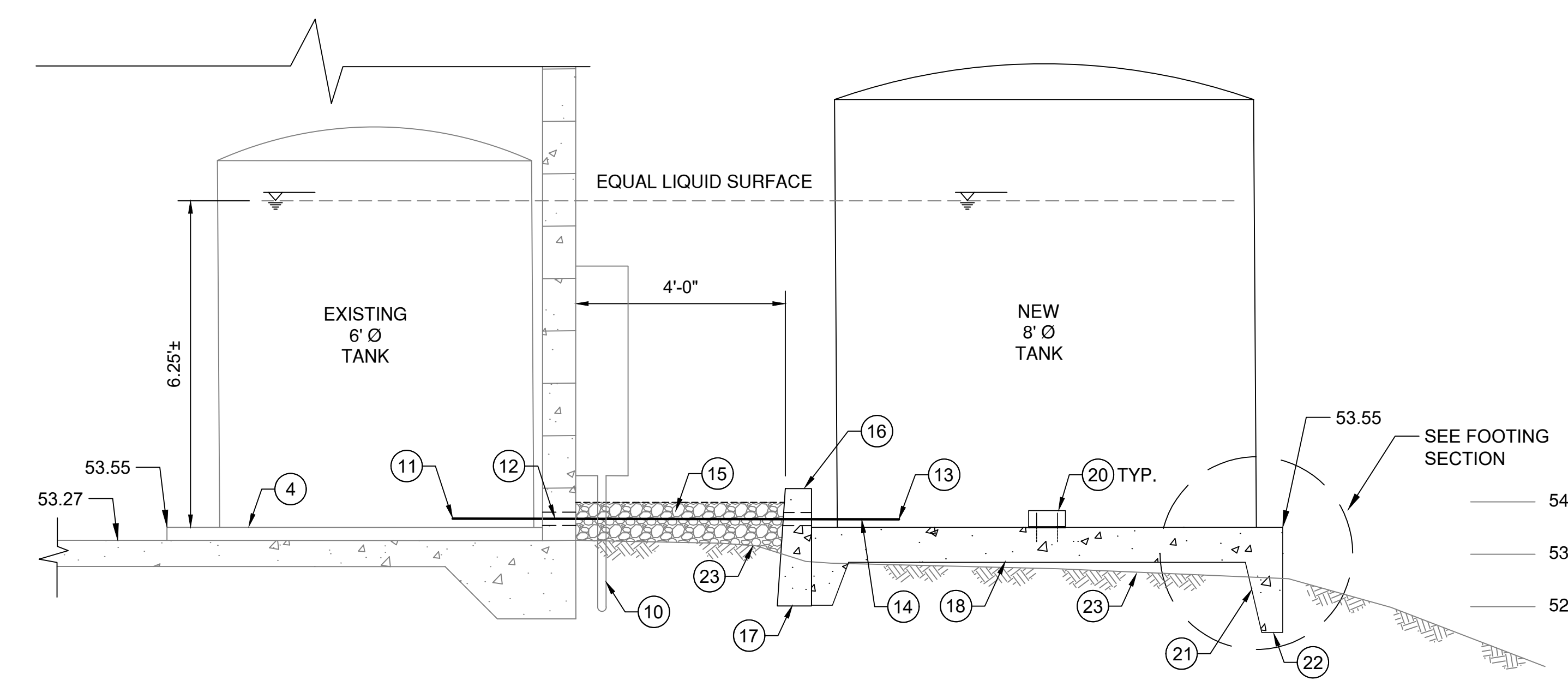


FOOTING SECTION
 SCALE: NOT TO SCALE

PLAN
 SCALE: 1" = 4"

CONCRETE REQUIREMENTS

- CONFORM TO THE 2019 OREGON STRUCTURAL SPECIALTY CODE(OSSC), BASED UPON THE 2018 INTERNATIONAL BUILDING CODE (IBC).
- ALL REFERENCE TO OTHER CODES AND STANDARDS (ACI, ASTM, ETC.) SHALL BE FOR THE EDITIONS NOTED IN CHAPTER 35 OF THE IBC.
- CONCRETE F'c = 4,000 PSI @ 28 DAYS W/ 6% AIR ENTRAINMENT.



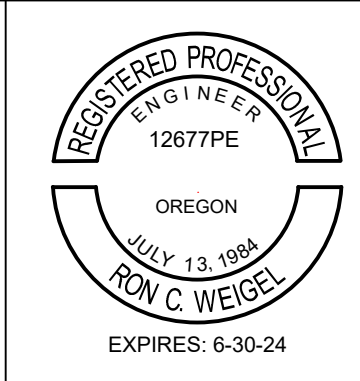
SECTION A-A
 SCALE: 1" = 2"

CONSTRUCTION NOTES

- MATCH EXISTING ASPHALT WITH 4" DEEP LAYER OF CRUSHED ROCK. INCREASE TO COVER 2" DIA PIPE AS SHOWN AND 1" BELOW TOP OF CURB.
- FINISH EL = 53.55 EQUAL TO EXISTING TANK BOTTOM D = 8'-0"
- 2" SCH 80 PVC 22 1/4" ELBOW
- EXISTING 3" THICK CONCRETE PAD
- MATCH EXISTING GROUND ASPHALT CONCRETE SURFACE TC = 53.00 BC = 52.00
- TC = 54.25 BC = 52.50
- MATCH EXISTING GROUND TC = 53.25 BC = 52.00
- 2" PVC BALL VALVE WITH EPDM SEALS.
- CENTER NEW 8' Ø TANK ON NEW 9'-3" x 9'-3" SQUARE.
- CONFIRM LOCATION OF POWER FEED TO STATION CABINET AND PROTECT DURING INSTALLATION OF CONCRETE CURB AND SLAB.
- CONNECT TO SIDEWALL OF EXISTING TANK WITH PVC BOLTED FLANGE FITTING SUPPLIED BY NEW TANK MFG. INSTALL AT PROPER LOCATION TO CONNECT WITH 2" SCH 80 PVC PIPE THROUGH WALL. SEE NOTE 13.
- CORE DRILL THROUGH STRUCTURAL MASONRY WALL AND INSTALL 3" SCH 40 PVC WALL SLEEVE. CONFIRM SUFFICIENT SPACE IS AVAILABLE FROM BOTTOM OF TANK TO INSTALL BOLTED FLANGE FITTING ON EACH TANK BEFORE CORE DRILLING. FINAL PIPE LOCATION WILL DEPEND UPON ABILITY TO INSTALL THIS AFTER MARKET FITTING.
- 2" SCH 80 PVC DRAIN FROM NEW TANK. INSTALL 2" PVC BOLTED FLANGE AT SAME INVERT AS EXISTING TANK. REFER TO NOTE 11 FOR ADDITIONAL INFORMATION.
- PLACE 3" SCH 40 PVC SLEEVE ANGLED THROUGH CURB FOR NEW DRAIN. CONNECT TO SIDEWALL OF TANK WITH PVC BOLTED FLANGE FITTING SUPPLIED BY TANK MFG. ELEVATION MUST MATCH SAME DRAIN LOCATION PLACED ON EXISTING TANK.
- PROVIDE MINIMUM 4" COVER OF CRUSHED ROCK OVER TOP OF NEW DRAIN PIPE.
- TOP CONCRETE CURB (W = 6") SEE NOTES 5, 6, 7, AND 24
- BOTTOM CONCRETE CURB (W = 8") SEE NOTES 5, 6, 7, AND 24. PLACE 2" THICK LAYER OF CRUSHED ROCK BENEATH CURB (NOT SHOWN).
- EXISTING GROUND SURFACE BELOW CONCRETE FOOTPRINT. REMOVE SUFFICIENT TO REPLACE WITH MINIMUM 12" OF COMPACTED 3/4" CRUSHED ROCK BELOW 8" THICK CONCRETE SLAB (NOT SHOWN).
- PROTECT EXISTING TREE.
- SIX (6) RESTRAINTS EQUALLY SPACED AROUND PERIMETER. USE 316 SS L4" x 4" x 3/8" x 6" LONG. SECURE TO CONCRETE PAD WITH (2) EA 316 SS 1/2" DIA x 4" EMBED THREADED RODS WITH HILTI HIT-HY ADHESIVE.
- REFER TO TABLE 1 FOR FOOTING ELEVATIONS
- 4" LAYER OF CRUSHED ROCK BENEATH FOOTING.
- APPROXIMATE ELEVATION EXISTING GROUND.
- TC = 53.75 BC = 52.00

BIOXIDE TANK MATERIALS LIST

- 2500 GALLON VERTICAL TANK - MODEL 1002500 (8'-0" O.D.) WITH STANDARD 24" SAFE-SURGE MANWAY COVER SUPPLIED BY POLYPROCESSING SOLUTIONS, FRENCH CAMP, CA. OR APPROVED EQUAL.
- TWO (2) - BOLTED FLANGE PVC FITTINGS WITH 316 SS BOLTS FOR 2" THREADED CONNECTION AND EPDM GASKETS SUPPLIED BY POLYPROCESSING SOLUTIONS, FRENCH CAMP, CA. OR APPROVED EQUAL.



VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS

CENTURY WEST ENGINEERING

DESIGNED BY: RW
 DRAWN BY: SLK
 CHECKED BY: RW
 SCALE: N.T.S.

DATE: JUNE 2022
 PROJECT NO: 40748044.01

PORTLAND OFFICE
 5500 MEADOWS RD., #250
 LAKE OSWEGO, OR 97035
 503.419.2130 OFFICE
 503.639.2710 FAX

**WATER ENVIRONMENT SERVICES
 MAPLETON PUMP STATION**

**8'-0" DIA BIOXIDE TANK INSTALLATION
 PLAN AND SECTIONS**

DRAWING NO.
 SHEET NO.
 1 OF 1