



Daniel Nibouar

Director

Disaster Management
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September 19, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Intergovernmental Agreements with the Cities of Molalla, Happy Valley, Canby, Gladstone, Tualatin Valley Fire and Rescue, and Clackamas River Water, for the use of Clackamas County’s debris monitoring and removal contracts. Total contract value is contingent on extent of natural disaster damage and the duration is 5 years. No County General Funds are involved.

Previous Board Action/Review	The Board of County Commissioners directed staff to move forward with the development of an IGA on May 16, 2023. --Briefed at Issues 9/17/2024		
Performance Clackamas	1. Ensure safe, healthy, and secure communities		
Counsel Review	9/11/2024-HH	Procurement Review	N/A
Contact Person	Jamie Poole	Contact Phone	503-278-9150

BACKGROUND:

To be responsive to a large debris-generating disaster Clackamas County entered into a 5-year, pre-positioned agreement for debris monitoring and management services with Tetra Tech, Inc and has also signed a 5-year agreement for disaster debris removal and disposal services with AshBritt, Inc. Both contracts were awarded in accordance with FEMA grant program and policy guidance, ensuring eligibility for public assistance grants.

The debris monitoring and removal contracts are primarily applicable to federally-declared disasters impacting the geographic boundaries of Clackamas County. The contracts include terms that would allow the county to extend vendor services to support other public agencies in the County.

These IGAs will enable resource sharing that will facilitate effective debris removal operations, allow businesses to resume operations, support local employment, optimize use of limited debris staging areas and ensure public agencies within Clackamas County are not competing for similar but finite resources. The IGA has been offered to cities, school districts, special districts, and service districts. Currently we have received signed agreements from the cities of Molalla, Happy Valley, Canby, Gladstone, TVF&R, and Clackamas River Water.

RECOMMENDATION:

Staff recommends the Board approve and sign the attached IGAs.

Respectfully submitted,

Daniel Nibouar, Director

For Filing Use Only

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND THE CITY OF CANBY**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the City of Canby ("City/District"), 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.

Oregon Revised Statutes ("ORS") 401.305 to 401.335 confers authority upon local governments to declare and respond to emergencies.

County has a contract for debris monitoring services for when an emergency is declared, and these services are required. County also has a contract for debris removal and disposal for when an emergency is declared, and these services are required. Both contracts provide that the monitoring, removal and disposal services may be provided to City/District upon request.

City/District desires the County's contractors to perform disaster debris monitoring, removal and disposal within the City/District jurisdictional boundaries upon request by the City/District.

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 the completion of each and every obligation of the Parties set forth herein, or (term no longer than 5 years recommended), whichever is sooner.
2. **Scope of Work.** This is an on-call agreement and shall be activated by Task Orders describing the work to be performed in substantially the form as attached as Appendix A to this agreement. City/District will review and approve, by a person with authority to sign for City/District, all task orders and amendments prior to County signing and presenting to contractor.
3. **Payment.** The City/District agrees to pay County, from available and authorized funds for work performed by County's contractors pursuant to this Agreement. The County's contractors will prepare monthly invoices which County shall submit to City/District for Work performed on City/District's behalf. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to County by City/District following City/District's review and approval of invoices. All invoices must be paid within thirty (30) days. Any dispute regarding an invoice or payment shall be resolved as provided in Section 11.E (Dispute Resolution).
4. **County Obligations.**

- A. Manage contract with debris monitoring, and debris removal and disposal contractors following declaration of a state of emergency.
- B. Prepare Task Orders and amendments for City/District review for disaster debris monitoring, removal and disposal, performed within the boundaries of the City/District.
- C. Invoice the City/District for disaster debris monitoring, removal and disposal work performed by the County contractor(s) on City/District property and rights of way.
- D. Provide operational updates on the status of disaster debris removal operations to include completed areas of disaster debris removal and estimated completion timelines of the remaining areas.

5. City/District Obligations.

- A. Review and approve Task Orders and Amendments as described in Section 2 and Appendix A of this Agreement.
- B. Provide a field liaison, to identify FEMA reimbursement eligible work for County's disaster debris monitoring, removal and disposal contractors.
- C. Supply administrative support to assist in documenting debris removal, reduction and disposal efforts in a timely manner.
- D. Pay invoices as required by section 3 above.
- E. Seek reimbursement directly from FEMA for eligible work.
- F. Assist the County in public outreach to inform residents on the proper way to segregate and place disaster debris on the right of way, and to provide residents the status of disaster debris removal operations.

6. Representations and Warranties.

- A. *City/District Representations and Warranties:* City/District represents and warrants to County that City/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 City/District enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to City/District that County 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 County 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.

7. Termination.

- A. Either the County or the City/District may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. The County or the City/District 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.
- C. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, 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 County is prohibited from paying for such work from the planned funding source.

- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City/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 County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City/District agrees to indemnify, save harmless and defend the County, 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 City/District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City/District has a right to control.

- 9. **Insurance.** The City/District agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, City/District shall provide documentation to the County of City/District's self-insured status by completing the Self-Insurance Certification form provided by the County.

- 10. **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. _____ or their designee will act as contact for the County.

Contact Information:

[insert info]

- B. Eileen Stein, City Administrator, or their designee will act as contact for the City/District.

Contact Information:

Eileen Stein, City Administrator
City of Canby
222 NE 2nd Avenue
P.O. Box 93
Canby, Oregon 97013

11. 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 Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City/District 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 County 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. City/District, 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.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted

accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the Parties shall permit the other Parties' authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Dispute Resolution.** Any dispute arising under this Agreement shall be resolved by prompt and cooperative communication between County and City/District staff. In the event staff are unable to resolve the conflict, the County Administrator shall timely meet with the City/District Manager to resolve the dispute. If the Administrator and Manager are unable to resolve the conflict, the Parties may seek all available legal remedies as provided in Section 11.A of this Agreement.
- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **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.

- K. **No Third-Party Beneficiary.** City/District and County 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.
- L. **Subcontract and Assignment.** City/District shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any assignment shall not relieve City/District of any of its duties or obligations under this Agreement.
- M. **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.
- N. **Survival.** All provisions in Sections 6, 8, and 11 (A), (C), (D), (F), (G), (H), (I), (K), (P), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **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.
- P. **Time is of the Essence.** City/District agrees that time is of the essence in the performance this Agreement.
- Q. **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.
- R. **Force Majeure.** Neither City/District nor County shall be held responsible for delay or default caused by events outside of the City/District or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City/District 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.
- S. **Confidentiality.** City/District acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City/District or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). City/District agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City/District uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose

Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

- T. **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.

Signatures on following page.

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

Clackamas County

City of Canby

Chair, Board of County Commissioners

Eileen Stein

Eileen Stein, City Administrator

Date

9-5-24

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CITY OF HAPPY VALLEY**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the City of Happy Valley ("City"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

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- D. Provide operational updates on the status of disaster debris removal operations to include completed areas of disaster debris removal and estimated completion timelines of the remaining areas.

5. **City Obligations.**

- A. Review and approve Task Orders and Amendments as described in Section 2 and Appendix A of this Agreement.
- B. Provide a field liaison, to identify FEMA reimbursement eligible work for County's disaster debris monitoring, removal and disposal contractors.
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- D. Pay invoices as required by section 3 above.
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- F. Assist the County in public outreach to inform residents on the proper way to segregate and place disaster debris on the right of way, and to provide residents the status of disaster debris removal operations.

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- C. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, 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 County is prohibited from paying for such work from the planned funding source.

- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, 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 County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, 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 City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

- 9. **Insurance.** The City agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, City shall provide documentation to the County of City's self-insured status by completing the Self-Insurance Certification form provided by the County.

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- A. Daniel Nibouar, Disaster Management Director, or their designee will act as contact for the County.

Contact Information:

Routine: dnibouar@clackamas.us or 971-219-6932 (cell)

Emergency 24/7: clackemdutyofficer@clackamas.us or ask CCOM to page the CCDM Duty Officer via non-emergency at 503-655-8211.

- B. Chris Randall/Steve Campbell or their designee will act as contact for the City.

Contact Information:

Chris Randall
503.886.8442
chirsr@happyvalleyor.gov

Steve Campbell
503.886.8418
stevec@happyvalleyor.gov

11. 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 Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City 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 County 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. City, 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.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the Parties shall permit the other Parties' authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Dispute Resolution.** Any dispute arising under this Agreement shall be resolved by prompt and cooperative communication between County and City staff. In the event staff are unable to resolve the conflict, the County Administrator shall timely meet with the City Manager to resolve the dispute. If the Administrator and Manager are unable to resolve the conflict, the Parties may seek all available legal remedies as provided in Section 11.A of this Agreement.
- F. **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.
- G. **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.
- H. **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.
- I. **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.

- J. **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.
- K. **No Third-Party Beneficiary.** City and County 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.
- L. **Subcontract and Assignment.** City shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any assignment shall not relieve City of any of its duties or obligations under this Agreement.
- M. **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.
- N. **Survival.** All provisions in Sections 6, 8, and 11 (A), (C), (D), (F), (G), (H), (I), (K), (P), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **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.
- P. **Time is of the Essence.** City agrees that time is of the essence in the performance this Agreement.
- Q. **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.
- R. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City 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.

S. **Confidentiality.** City acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). City agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

T. **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.

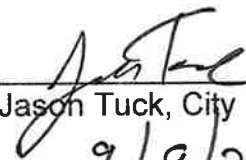
Signatures on following page.

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

Clackamas County

City of Happy Valley

Chair, Board of County Commissioners



Jason Tuck, City Manager

Date



Date

Appendix A - Sample Task Orders



Task Order #	
---------------------	--

TAB 6. Debris Removal – Sample Task Order

Contractor:	AshBritt, Inc	County Contract #:	4669
Contractor Project Manager:	Rob Ray	Phone:	(954) 868-9502
PM Email:	rray@ashbritt.com		

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Disaster – Debris Removal	Project No.	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

Scope of Work: (may be limited or expansive role depending on event).

Contractor to provide on-scene debris sorting, collection, removal and disposal IAW contract.

Deliverables: (select those that apply – add additional as needed)

1. Perform on-scene debris removal and disposal assessment.
2. Examine debris to determine whether or not debris is eligible (per FEMA guidance).
3. Load eligible debris into appropriate trucks and trailers.
4. Haul eligible debris to approved recycling, reuse or disposal facilities.
5. Reduce or recycle debris as is practicable.
6. Dispose of debris at a Debris Management Site or landfill.
7. Assist the County with debris-related public information messaging.

Schedule: Period of performance (specify).

Compensation: Payment for all work under this Task Order shall not exceed the total maximum sum of \$.

Additional Requirements: N/A

Authorization to Proceed:

AshBritt, Inc

Clackamas County

Authorized Signature

Date

Dept. Contract Administrator

Date

Name / Title (Printed)

Dept. Director/Deputy

Date



Task Order # _____

TAB 4. Debris Monitoring - Sample Task Order

Contractor:	Tetra Tech, Inc	County Contract #:	
Contractor Project Manager:		Phone:	
PM Email:			

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Event - Debris Monitoring	Project No.:	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

Scope of Work: (may be limited or expansive role depending on event).

Contractor to provide a disaster debris monitoring team to Clackamas County and perform assessments and/or monitoring of debris on the Clackamas County Right-of-Way (ROW). On request debris assessments may also include incorporated areas and special districts within the county. Contractor to also provide general technical assistance to the County Debris Management Team (DMT) by providing information, reports, briefing documents and other related assistance.

1. Deliverables: (select those that apply – add additional as needed)

- a. Provide preliminary debris estimate by type, volume and location
- b. Review draft task orders for debris removal and other related documents
- c. Assist the County with debris-related public information messaging.
- d. Development of a Disaster-specific Debris Monitoring Plan.
- e. Implementation of an Automated Debris Management System (ADMS).
- f. Debris Removal Contractor truck & trailer measurement, certification, marking & tracking.
- g. Debris Removal Contractor equipment registry and tracking.
- h. Debris Removal Contractor Quality Assurance field monitoring.
- i. Debris Removal Contractor trip ticket management.
- j. Debris Removal Contractor invoice review and reconciliation.
- k. Debris Removal Contractor complaint resolution.
- l. Preparation of debris removal progress reports.
- m. Documentation to support Federal cost reimbursement.

2. Schedule: Period of performance (specify).

3. Compensation: Payment for all work under this Task Order shall not exceed the total maximum sum of \$ _____.

4. Additional Requirements: N/A

Authorization to Proceed:

Tetra Tech, Inc

Clackamas County

Authorized Signature

Date

Dept. Contract Administrator

Date

Name / Title (Printed)

Dept. Director/Deputy

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CITY OF GLADSTONE**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the City of Gladstone ("City"), 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.

Oregon Revised Statutes ("ORS") 401.305 to 401.335 confers authority upon local governments to declare and respond to emergencies.

County has a contract for debris monitoring services for when an emergency is declared, and these services are required. County also has a contract for debris removal and disposal for when an emergency is declared, and these services are required. Both contracts provide that the monitoring, removal and disposal services may be provided to City upon request.

City desires the County's contractors to perform disaster debris monitoring, removal and disposal within the City jurisdictional boundaries upon request by the City.

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 the completion of each and every obligation of the Parties set forth herein, or no longer than 5 years, whichever is sooner.
2. **Scope of Work.** This is an on-call agreement and shall be activated by Task Orders describing the work to be performed in substantially the form as attached as Appendix A to this agreement. City will review and approve, by a person with authority to sign for City, all task orders and amendments prior to County signing and presenting to contractor.
3. **Payment.** The City agrees to pay County, from available and authorized funds for work performed by County's contractors pursuant to this Agreement. The County's contractors will prepare monthly invoices which County shall submit to City for Work performed on City's behalf. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to County by City following City's review and approval of invoices. All invoices must be paid within thirty (30) days. Any dispute regarding an invoice or payment shall be resolved as provided in Section 11.E (Dispute Resolution).

4. County Obligations.

- A. Manage contract with debris monitoring, and debris removal and disposal contractors following declaration of a state of emergency.
- B. Prepare Task Orders and amendments for City review for disaster debris monitoring, removal and disposal, performed within the boundaries of the City.
- C. Invoice the City for disaster debris monitoring, removal and disposal work performed by the County contractor(s) on City property and rights of way.
- D. Provide operational updates on the status of disaster debris removal operations to include completed areas of disaster debris removal and estimated completion timelines of the remaining areas.

5. City Obligations.

- A. Review and approve Task Orders and Amendments as described in Section 2 and Appendix A of this Agreement.
- B. Provide a field liaison, to identify FEMA reimbursement eligible work for County's disaster debris monitoring, removal and disposal contractors.
- C. Supply administrative support to assist in documenting debris removal, reduction and disposal efforts in a timely manner.
- D. Pay invoices as required by section 3 above.
- E. Seek reimbursement directly from FEMA for eligible work.
- F. Assist the County in public outreach to inform residents on the proper way to segregate and place disaster debris on the right of way, and to provide residents the status of disaster debris removal operations.

6. Representations and Warranties.

- A. *City Representations and Warranties:* City represents and warrants to County that City 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 City enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to City that County 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 County 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.

7. Termination.

- A. Either the County or the City may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. The County or the City 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.
- C. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, 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 County is prohibited from paying for such work from the planned funding source.

- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, 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 County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, 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 City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

- 9. **Insurance.** The City agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, City shall provide documentation to the County of City's self-insured status by completing the Self-Insurance Certification form provided by the County.

- 10. **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. Daniel Nibouar, Disaster Management Director, or their designee will act as contact for the County.

Contact Information:

Routine: dnibouar@clackamas.us or 971-219-6932 (cell)

Emergency 24/7: clackemdutyofficer@clackamas.us or ask CCOM to page the CCDM Duty Officer via non-emergency at 503-655-8211.

- B. John Schmerber or their designee will act as contact for the City.

Contact Information:

Routine: jschmerber@gladstoneoregon.us or 871-712-3420 (cell)

11. 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 Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City 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 County 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. City, 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.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or

litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the Parties shall permit the other Parties' authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Dispute Resolution.** Any dispute arising under this Agreement shall be resolved by prompt and cooperative communication between County and City staff. In the event staff are unable to resolve the conflict, the County Administrator shall timely meet with the City Manager to resolve the dispute. If the Administrator and Manager are unable to resolve the conflict, the Parties may seek all available legal remedies as provided in Section 11.A of this Agreement.
- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **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.

- K. **No Third-Party Beneficiary.** City and County 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.
- L. **Subcontract and Assignment.** City shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any assignment shall not relieve City of any of its duties or obligations under this Agreement.
- M. **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.
- N. **Survival.** All provisions in Sections 6, 8, and 11 (A), (C), (D), (F), (G), (H), (I), (K), (P), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **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.
- P. **Time is of the Essence.** City agrees that time is of the essence in the performance this Agreement.
- Q. **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.
- R. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City 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.
- S. **Confidentiality.** City acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). City agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or

use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

- T. **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.

Signatures on following page.

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

Clackamas County

City of Gladstone

Chair, Board of County Commissioners



John Schmerber, Chief of Police

Date

09/10/2024
Date

Appendix A - Sample Task Orders



Task Order #	
---------------------	--

TAB 6. Debris Removal – Sample Task Order

Contractor:	AshBritt, Inc	County Contract #:	4669
Contractor Project Manager:	Rob Ray	Phone:	(954) 868-9502
PM Email:	rray@ashbritt.com		

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Disaster – Debris Removal	Project No.	
Account String:			
<input type="checkbox"/>	Optional – Payment will be made by Procurement Card (encumbrance will not be created)		

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

Scope of Work: (may be limited or expansive role depending on event).

Contractor to provide on-scene debris sorting, collection, removal and disposal IAW contract.

Deliverables: (select those that apply – add additional as needed)

1. Perform on-scene debris removal and disposal assessment.
2. Examine debris to determine whether or not debris is eligible (per FEMA guidance).
3. Load eligible debris into appropriate trucks and trailers.
4. Haul eligible debris to approved recycling, reuse or disposal facilities.
5. Reduce or recycle debris as is practicable.
6. Dispose of debris at a Debris Management Site or landfill.
7. Assist the County with debris-related public information messaging.

Schedule: Period of performance (specify).

Compensation: Payment for all work under this Task Order shall not exceed the total maximum sum of \$.

Additional Requirements: N/A

Authorization to Proceed:

AshBritt, Inc

Clackamas County

Authorized Signature Date

Dept. Contract Administrator Date

Name / Title (Printed)

Dept. Director/Deputy Date



Task Order #	
---------------------	--

TAB 4. Debris Monitoring - Sample Task Order

Contractor:	Tetra Tech, Inc	County Contract #:	
Contractor Project Manager:		Phone:	
PM Email:			

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Event - Debris Monitoring	Project No.:	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

Scope of Work: (may be limited or expansive role depending on event).

Contractor to provide a disaster debris monitoring team to Clackamas County and perform assessments and/or monitoring of debris on the Clackamas County Right-of-Way (ROW). On request debris assessments may also include incorporated areas and special districts within the county. Contractor to also provide general technical assistance to the County Debris Management Team (DMT) by providing information, reports, briefing documents and other related assistance.

1. Deliverables: (select those that apply – add additional as needed)

- a. Provide preliminary debris estimate by type, volume and location
- b. Review draft task orders for debris removal and other related documents
- c. Assist the County with debris-related public information messaging.
- d. Development of a Disaster-specific Debris Monitoring Plan.
- e. Implementation of an Automated Debris Management System (ADMS).
- f. Debris Removal Contractor truck & trailer measurement, certification, marking & tracking.
- g. Debris Removal Contractor equipment registry and tracking.
- h. Debris Removal Contractor Quality Assurance field monitoring.
- i. Debris Removal Contractor trip ticket management.
- j. Debris Removal Contractor invoice review and reconciliation.
- k. Debris Removal Contractor complaint resolution.
- l. Preparation of debris removal progress reports.
- m. Documentation to support Federal cost reimbursement.

2. Schedule: Period of performance (specify).

3. Compensation: Payment for all work under this Task Order shall not exceed the total maximum sum of \$.

4. Additional Requirements: N/A

Authorization to Proceed:

Tetra Tech, Inc

Clackamas County

Authorized Signature

Date

Dept. Contract Administrator

Date

Name / Title (Printed)

Dept. Director/Deputy

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND TUALATIN VALLEY FIRE & RESCUE**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Tualatin Valley Fire & Rescue ("District"), an Oregon rural fire protection special district organized under ORS 478, 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.

Oregon Revised Statutes ("ORS") 401.305 to 401.335 confers authority upon local governments to declare and respond to emergencies.

County has a contract for debris monitoring services for when an emergency is declared, and these services are required. County also has a contract for debris removal and disposal for when an emergency is declared, and these services are required. Both contracts provide that the monitoring, removal and disposal services may be provided to District upon request.

District desires the County's contractors to perform disaster debris monitoring, removal and disposal within the County's jurisdictional boundaries upon request by the District.

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 the completion of each and every obligation of the Parties set forth herein, or June 30, 2029 (term no longer than 5 years recommended), whichever is sooner.
2. **Scope of Work.** (Task Order __ for debris monitoring, and Task Order __ for debris removal and disposal and all amendment) or (This is an on-call agreement and shall be activated by Task Orders describing the work to be performed in substantially the form as attached as Appendix A to this agreement.) District will review and approve, by a person with authority to sign for District, all task orders and amendments prior to County signing and presenting to contractor.
3. **Payment.** The District agrees to pay County, from available and authorized funds for work performed by County's contractors pursuant to this Agreement. The County's contractors will prepare monthly invoices which County shall submit to District for Work performed on District's behalf. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to County by District following District's review and approval of invoices. All invoices must be paid within thirty (30) days. Any dispute regarding an invoice or payment shall be resolved as provided in Section 11.E (Dispute Resolution).

4. County Obligations.

- A. Manage contract with debris monitoring, and debris removal and disposal contractors following declaration of a state of emergency.
- B. Prepare Task Orders and amendments for District review for disaster debris monitoring, removal and disposal, performed within the boundaries of the District.
- C. Invoice the District for disaster debris monitoring, removal and disposal work performed by the County contractor(s) on District property and rights of way.
- D. Provide operational updates on the status of disaster debris removal operations to include completed areas of disaster debris removal and estimated completion timelines of the remaining areas.

5. District Obligations.

- A. Review and approve Task Orders and Amendments as described in Section 2 and Appendix A of this Agreement.
- B. Provide a field liaison, to identify FEMA reimbursement eligible work for County's disaster debris monitoring, removal and disposal contractors.
- C. Supply administrative support to assist in documenting debris removal, reduction and disposal efforts in a timely manner.
- D. Pay invoices as required by section 3 above.
- E. Seek reimbursement directly from FEMA for eligible work.
- F. Assist the County in public outreach to inform residents on the proper way to segregate and place disaster debris on the right of way, and to provide residents the status of disaster debris removal operations.

6. Representations and Warranties.

- A. *District Representations and Warranties:* District represents and warrants to County 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.
- B. *County Representations and Warranties:* County represents and warrants to District that County 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 County 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.

7. Termination.

- A. Either the County or the District may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. The County or the District 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.
- C. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, 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 County is prohibited from paying for such work from the planned funding source.

- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless 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 County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the County, 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.

- 9. **Insurance.** The District agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, District shall provide documentation to the County of District's self-insured status by completing the Self-Insurance Certification form provided by the County.

- 10. **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. Daniel Nibouar, Disaster Management Director or their designee will act as contact for the County.

Contact Information:

Routine: dnibouar@clackamas.us or 971-219-6932 (cell)

Emergency 24/7: clackemdutyofficer@clackamas.us or ask CCOM to page the CCDM Duty Officer via non-emergency at 503-655-8211.

- B. Joeseeph Weland, Emergency Management Program Manager or their designee will act as contact for the District.

Contact Information:

Joseph.Wieland@tvfr.com, 505-259-1430.

11. 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 Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and District 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 County 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. District, 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.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be

required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the Parties shall permit the other Parties' authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Dispute Resolution.** Any dispute arising under this Agreement shall be resolved by prompt and cooperative communication between County and District staff. In the event staff are unable to resolve the conflict, the County Administrator shall timely meet with the District Manager to resolve the dispute. If the Administrator and Manager are unable to resolve the conflict, the Parties may seek all available legal remedies as provided in Section 11.A of this Agreement.
- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **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.

- K. **No Third-Party Beneficiary.** District and County 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.
- L. **Subcontract and Assignment.** District shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any assignment shall not relieve District of any of its duties or obligations under this Agreement.
- M. **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.
- N. **Survival.** All provisions in Sections 6, 8, and 11 (A), (C), (D), (F), (G), (H), (I), (K), (P), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **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.
- P. **Time is of the Essence.** District agrees that time is of the essence in the performance this Agreement.
- Q. **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.
- R. **Force Majeure.** Neither District nor County shall be held responsible for delay or default caused by events outside of the District or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, District 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.
- S. **Confidentiality.** District acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by District or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). District agrees to hold Confidential Information in strict confidence, using at least the same degree of care that District uses in maintaining the confidentiality of its own

confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

- T. **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.

Signatures on following page.


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

Clackamas County

Chair, Board of County Commissioners

Date

TVFR



Deric Weiss, Fire Chief

4/23/24

Date

Appendix A - Sample Task Orders



Task Order #	
---------------------	--

TAB 6. Debris Removal – Sample Task Order

Contractor:	AshBritt, Inc	County Contract #:	4669
Contractor Project Manager:	Rob Ray	Phone:	(954) 868-9502
PM Email:	rray@ashbritt.com		

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Disaster – Debris Removal	Project No.	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

Scope of Work: (may be limited or expansive role depending on event).

Contractor to provide on-scene debris sorting, collection, removal and disposal IAW contract.

Deliverables: (select those that apply – add additional as needed)

1. Perform on-scene debris removal and disposal assessment.
2. Examine debris to determine whether or not debris is eligible (per FEMA guidance).
3. Load eligible debris into appropriate trucks and trailers.
4. Haul eligible debris to approved recycling, reuse or disposal facilities.
5. Reduce or recycle debris as is practicable.
6. Dispose of debris at a Debris Management Site or landfill.
7. Assist the County with debris-related public information messaging.

Schedule: Period of performance (specify).

Compensation: Payment for all work under this Task Order shall not exceed the total maximum sum of \$.

Additional Requirements: N/A

Authorization to Proceed:

AshBritt, Inc

Clackamas County

Authorized Signature

Date

Dept. Contract Administrator

Date

Name / Title (Printed)

Dept. Director/Deputy

Date



Task Order # _____

TAB 4. Debris Monitoring - Sample Task Order

Contractor:	Tetra Tech, Inc	County Contract #:	
Contractor Project Manager:		Phone:	
PM Email:			

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Event - Debris Monitoring	Project No.:	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

Scope of Work: (may be limited or expansive role depending on event).

Contractor to provide a disaster debris monitoring team to Clackamas County and perform assessments and/or monitoring of debris on the Clackamas County Right-of-Way (ROW). On request debris assessments may also include incorporated areas and special districts within the county. Contractor to also provide general technical assistance to the County Debris Management Team (DMT) by providing information, reports, briefing documents and other related assistance.

1. Deliverables: (select those that apply – add additional as needed)

- a. Provide preliminary debris estimate by type, volume and location
- b. Review draft task orders for debris removal and other related documents
- c. Assist the County with debris-related public information messaging.
- d. Development of a Disaster-specific Debris Monitoring Plan.
- e. Implementation of an Automated Debris Management System (ADMS).
- f. Debris Removal Contractor truck & trailer measurement, certification, marking & tracking.
- g. Debris Removal Contractor equipment registry and tracking.
- h. Debris Removal Contractor Quality Assurance field monitoring.
- i. Debris Removal Contractor trip ticket management.
- j. Debris Removal Contractor invoice review and reconciliation.
- k. Debris Removal Contractor complaint resolution.
- l. Preparation of debris removal progress reports.
- m. Documentation to support Federal cost reimbursement.

2. Schedule: Period of performance (specify).

3. Compensation: Payment for all work under this Task Order shall not exceed the total maximum sum of \$ _____.

4. Additional Requirements: N/A

Authorization to Proceed:

Tetra Tech, Inc

Clackamas County

Authorized Signature

Date

Dept. Contract Administrator

Date

Name / Title (Printed)

Dept. Director/Deputy

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND THE CITY OF MOLALLA**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the City of Molalla ("City"), 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.

Oregon Revised Statutes ("ORS") 401.305 to 401.335 confers authority upon local governments to declare and respond to emergencies.

County has a contract for debris monitoring services for when an emergency is declared, and these services are required. County also has a contract for debris removal and disposal for when an emergency is declared, and these services are required. Both contracts provide that the monitoring, removal and disposal services may be provided to City/District upon request.

City/District desires the County's contractors to perform disaster debris monitoring, removal and disposal within the City/District jurisdictional boundaries upon request by the City/District.

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 the completion of each and every obligation of the Parties set forth herein, or (term no longer than 5 years recommended), whichever is sooner.
2. **Scope of Work.** (Task Order ___ for debris monitoring, and Task Order ___ for debris removal and disposal and all amendment) or (This is an on-call agreement and shall be activated by Task Orders describing the work to be performed in substantially the form as attached as Appendix A to this agreement.) City/District will review and approve, by a person with authority to sign for City/District, all task orders and amendments prior to County signing and presenting to contractor.
3. **Payment.** The City/District agrees to pay County, from available and authorized funds for work performed by County's contractors pursuant to this Agreement. The County's contractors will prepare monthly invoices which County shall submit to City/District for Work performed on City/District's behalf. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to County by City/District following City/District's review and approval of invoices. All invoices must be paid within thirty (30) days. Any dispute regarding an invoice or payment shall be resolved as provided in Section 11.E (Dispute Resolution).

4. **County Obligations.**

- A. Manage contract with debris monitoring, and debris removal and disposal contractors following declaration of a state of emergency.
- B. Prepare Task Orders and amendments for City/District review for disaster debris monitoring, removal and disposal, performed within the boundaries of the City/District.
- C. Invoice the City/District for disaster debris monitoring, removal and disposal work performed by the County contractor(s) on City/District property and rights of way.
- D. Provide operational updates on the status of disaster debris removal operations to include completed areas of disaster debris removal and estimated completion timelines of the remaining areas.

5. **City/District Obligations.**

- A. Review and approve Task Orders and Amendments as described in Section 2 and Appendix A of this Agreement.
- B. Provide a field liaison, to identify FEMA reimbursement eligible work for County's disaster debris monitoring, removal and disposal contractors.
- C. Supply administrative support to assist in documenting debris removal, reduction and disposal efforts in a timely manner.
- D. Pay invoices as required by section 3 above.
- E. Seek reimbursement directly from FEMA for eligible work.
- F. Assist the County in public outreach to inform residents on the proper way to segregate and place disaster debris on the right of way, and to provide residents the status of disaster debris removal operations.

6. **Representations and Warranties.**

- A. *City/District Representations and Warranties:* City/District represents and warrants to County that City/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 City/District enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to City/District that County 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 County 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.

7. **Termination.**

- A. Either the County or the City/District may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. The County or the City/District 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.
- C. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, 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 County is prohibited from paying for such work from the planned funding source.

- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City/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 County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City/District agrees to indemnify, save harmless and defend the County, 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 City/District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City/District has a right to control.

- 9. **Insurance.** The City/District agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, City/District shall provide documentation to the County of City/District's self-insured status by completing the Self-Insurance Certification form provided by the County.

- 10. **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. Daniel Nibouar, Disaster Management Director, or their designee will act as contact for the County.

Contact Information:

Routine: dnibouar@clackamas.us or 971-219-6932 (cell)

Emergency 24/7: clackemdutyofficer@clackamas.us or ask CCOM to page the CCDM Duty Officer via non-emergency at 503-655-8211.

- B. Dan Huff, City Manager, or Mac Corthell, Assistant City Manager, will act as contact for the City.

Contact Information:

Dan Huff, City Manager: dhuff@cityofmolalla.com; 503-829-6855

Mac Corthell, Assistant City Manager: mcorthell@cityofmolalla.com; 503-759-0205

11. 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 Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City/District 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 County 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. City/District, 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.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the Parties shall permit the other Parties’ authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Dispute Resolution.** Any dispute arising under this Agreement shall be resolved by prompt and cooperative communication between County and City/District staff. In the even staff are unable to resolve the conflict, the County Administrator shall timely meet with the City/District Manager to resolve the dispute. If the Administrator and Manager are unable to resolve the conflict, the Parties may seek all available legal remedies as provided in Section 11.A of this Agreement.
- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **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.

- K. **No Third-Party Beneficiary.** City/District and County 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.
- L. **Subcontract and Assignment.** City/District shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any assignment shall not relieve City/District of any of its duties or obligations under this Agreement.
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- P. **Time is of the Essence.** City/District agrees that time is of the essence in the performance this Agreement.
- Q. **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.
- R. **Force Majeure.** Neither City/District nor County shall be held responsible for delay or default caused by events outside of the City/District or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City/District 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.
- S. **Confidentiality.** City/District acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City/District or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information").

City/District agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City/District uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

- T. **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.

Signatures on following page.

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

Clackamas County

City of Molalla

Chair, Board of County Commissioners



[name/title]

Date

8-28-24

Date

Appendix A - Sample Task Orders



Task Order #

TAB 6. Debris Removal – Sample Task Order

Contractor:	AshBritt, Inc	County Contract #:	4669
Contractor Project Manager:	Rob Ray	Phone:	(954) 868-9502
PM Email:	rray@ashbritt.com		

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Disaster – Debris Removal	Project No.	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

Scope of Work: (may be limited or expansive role depending on event).

Contractor to provide on-scene debris sorting, collection, removal and disposal IAW contract.

Deliverables: (select those that apply – add additional as needed)

1. Perform on-scene debris removal and disposal assessment.
2. Examine debris to determine whether or not debris is eligible (per FEMA guidance).
3. Load eligible debris into appropriate trucks and trailers.
4. Haul eligible debris to approved recycling, reuse or disposal facilities.
5. Reduce or recycle debris as is practicable.
6. Dispose of debris at a Debris Management Site or landfill.
7. Assist the County with debris-related public information messaging.

Schedule: Period of performance (specify).

Compensation: Payment for all work under this Task Order shall not exceed the total maximum sum of \$.

Additional Requirements: N/A

Authorization to Proceed:

AshBritt, Inc

Clackamas County

Authorized Signature

Date

Dept. Contract Administrator

Date

Name / Title (Printed)

Dept. Director/Deputy

Date



Task Order # _____

TAB 4. Debris Monitoring - Sample Task Order

Contractor:	Tetra Tech, Inc	County Contract #:	
Contractor Project Manager:		Phone:	
PM Email:			

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Event - Debris Monitoring	Project No.:	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

Scope of Work: (may be limited or expansive role depending on event).

Contractor to provide a disaster debris monitoring team to Clackamas County and perform assessments and/or monitoring of debris on the Clackamas County Right-of-Way (ROW). On request debris assessments may also include incorporated areas and special districts within the county. Contractor to also provide general technical assistance to the County Debris Management Team (DMT) by providing information, reports, briefing documents and other related assistance.

1. Deliverables: (select those that apply – add additional as needed)

- a. Provide preliminary debris estimate by type, volume and location
- b. Review draft task orders for debris removal and other related documents
- c. Assist the County with debris-related public information messaging.
- d. Development of a Disaster-specific Debris Monitoring Plan.
- e. Implementation of an Automated Debris Management System (ADMS).
- f. Debris Removal Contractor truck & trailer measurement, certification, marking & tracking.
- g. Debris Removal Contractor equipment registry and tracking.
- h. Debris Removal Contractor Quality Assurance field monitoring.
- i. Debris Removal Contractor trip ticket management.
- j. Debris Removal Contractor invoice review and reconciliation.
- k. Debris Removal Contractor complaint resolution.
- l. Preparation of debris removal progress reports.
- m. Documentation to support Federal cost reimbursement.

2. Schedule: Period of performance (specify).

3. Compensation: Payment for all work under this Task Order shall not exceed the total maximum sum of \$ _____.

4. Additional Requirements: N/A

Authorization to Proceed:

Tetra Tech, Inc

Clackamas County

Authorized Signature

Date

Dept. Contract Administrator

Date

Name / Title (Printed)

Dept. Director/Deputy

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS RIVER WATER**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas River Water ("/District"), a a domestic water supply district formed under Oregon Revised Statutes Chapter 264., 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.

Oregon Revised Statutes ("ORS") 401.305 to 401.335 confers authority upon local governments to declare and respond to emergencies.

County has a contract for debris monitoring services for when an emergency is declared, and these services are required. County also has a contract for debris removal and disposal for when an emergency is declared, and these services are required. Both contracts provide that the monitoring, removal and disposal services may be provided to the District upon request.

District desires the County's contractors to perform disaster debris monitoring, removal and disposal within the District jurisdictional boundaries upon request by the /District.

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 the completion of each and every obligation of the Parties set forth herein, or (term no longer than 5 years recommended), whichever is sooner.
2. **Scope of Work.** (Task Order ___ for debris monitoring, and Task Order ___ for debris removal and disposal and all amendment) or (This is an on-call agreement and shall be activated by Task Orders describing the work to be performed in substantially the form as attached as Appendix A to this agreement.) /District will review and approve, by a person with authority to sign for the District, all task orders and amendments prior to County signing and presenting to contractor.
3. **Payment.** The District agrees to pay County, from available and authorized funds, for work performed by County's contractors pursuant to this Agreement. The County's contractors will prepare monthly invoices which the County shall submit to the District for Work performed on the District's behalf. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to the County by the District following /District's review and approval of invoices. All invoices must be paid within thirty (30) days. Any dispute regarding an invoice or payment shall be resolved as provided in Section 11.E (Dispute Resolution).
4. **County Obligations.**

- A. Manage contract with debris monitoring, and debris removal and disposal contractors following declaration of a state of emergency.
- B. Prepare Task Orders and amendments for the District review for disaster debris monitoring, removal and disposal, performed within the boundaries of the District.
- C. Invoice the District for disaster debris monitoring, removal and disposal work performed by the County contractor(s) on District property and rights of way.
- D. Provide operational updates on the status of disaster debris removal operations to include completed areas of disaster debris removal and estimated completion timelines of the remaining areas.

5. District Obligations.

- A. Review and approve Task Orders and Amendments as described in Section 2 and Appendix A of this Agreement.
- B. Provide a field liaison, to identify FEMA reimbursement eligible work for County's disaster debris monitoring, removal and disposal contractors.
- C. Supply administrative support to assist in documenting debris removal, reduction and disposal efforts in a timely manner.
- D. Pay invoices as required by section 3 above.
- E. Seek reimbursement directly from FEMA for eligible work.
- F. Assist the County in public outreach to inform residents on the proper way to segregate and place disaster debris on the right of way, and to provide residents the status of disaster debris removal operations.

6. Representations and Warranties.

- A. *District Representations and Warranties:* District represents and warrants to County that the 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 the District enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to the District that County 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 County 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.

7. Termination.

- A. Either the County or the District may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. The County or the District 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.
- C. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, 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 County is prohibited from paying for such work from the planned funding source.

- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless 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 County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the County, 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.

- 9. **Insurance.** The District agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, the District shall provide documentation to the County of the District's self-insured status by completing the Self-Insurance Certification form provided by the County.

- 10. **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. or their designee will act as contact for the County.

Contact Information:

[insert info]

- B. Todd Heidgerken or their designee will act as contact for the /District.

Contact Information :

16770 SE 82nd Dr.
Clackamas OR 97015

11. 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 Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and the District 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 County 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. The District, 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.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the Parties shall

permit the other Parties' authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Dispute Resolution.** Any dispute arising under this Agreement shall be resolved by prompt and cooperative communication between County and the District staff. In the event staff are unable to resolve the conflict, the County Administrator shall timely meet with the District General Manager to resolve the dispute. If the Administrator and General Manager are unable to resolve the conflict, the Parties may seek all available legal remedies as provided in Section 11.A of this Agreement.
- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **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.
- K. **No Third-Party Beneficiary.** The District and County 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.

- L. **Subcontract and Assignment.** The District shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any assignment shall not relieve the District of any of its duties or obligations under this Agreement.
- M. **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.
- N. **Survival.** All provisions in Sections 6, 8, and 11 (A), (C), (D), (F), (G), (H), (I), (K), (P), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **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.
- P. **Time is of the Essence.** The District agrees that time is of the essence in the performance this Agreement.
- Q. **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.
- R. **Force Majeure.** Neither the District nor County shall be held responsible for delay or default caused by events outside of the District or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the District 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.
- S. **Confidentiality.** The District acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by the District or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). The District agrees to hold Confidential Information in strict confidence, using at least the same degree of care that the District uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

T. **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.

Signatures on following page.

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

Clackamas County

Clackamas River Water

Chair, Board of County Commissioners

Sherry French
Sherry French, Board President

Date

4-24-24
Date

Appendix A - Sample Task Orders



Task Order #	
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TAB 6. Debris Removal – Sample Task Order

Contractor:	AshBritt, Inc	County Contract #:	4669
Contractor Project Manager:	Rob Ray	Phone:	(954) 868-9502
PM Email:	rray@ashbritt.com		

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Disaster – Debris Removal	Project No.	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

Scope of Work: (may be limited or expansive role depending on event).

Contractor to provide on-scene debris sorting, collection, removal and disposal IAW contract.

Deliverables: (select those that apply – add additional as needed)

1. Perform on-scene debris removal and disposal assessment.
2. Examine debris to determine whether or not debris is eligible (per FEMA guidance).
3. Load eligible debris into appropriate trucks and trailers.
4. Haul eligible debris to approved recycling, reuse or disposal facilities.
5. Reduce or recycle debris as is practicable.
6. Dispose of debris at a Debris Management Site or landfill.
7. Assist the County with debris-related public information messaging.

Schedule: Period of performance (specify).

Compensation: Payment for all work under this Task Order shall not exceed the total maximum sum of \$.

Additional Requirements: N/A

Authorization to Proceed:

AshBritt, Inc

Clackamas County

Authorized Signature

Date

Dept. Contract Administrator

Date

Name / Title (Printed)

Dept. Director/Deputy

Date



Task Order # _____

TAB 4. Debris Monitoring - Sample Task Order

Contractor:	Tetra Tech, Inc	County Contract #:	
Contractor Project Manager:		Phone:	
PM Email:			

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Event - Debris Monitoring	Project No.:	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

Scope of Work: (may be limited or expansive role depending on event).

Contractor to provide a disaster debris monitoring team to Clackamas County and perform assessments and/or monitoring of debris on the Clackamas County Right-of-Way (ROW). On request debris assessments may also include incorporated areas and special districts within the county. Contractor to also provide general technical assistance to the County Debris Management Team (DMT) by providing information, reports, briefing documents and other related assistance.

1. Deliverables: (select those that apply – add additional as needed)

- a. Provide preliminary debris estimate by type, volume and location
- b. Review draft task orders for debris removal and other related documents
- c. Assist the County with debris-related public information messaging.
- d. Development of a Disaster-specific Debris Monitoring Plan.
- e. Implementation of an Automated Debris Management System (ADMS).
- f. Debris Removal Contractor truck & trailer measurement, certification, marking & tracking.
- g. Debris Removal Contractor equipment registry and tracking.
- h. Debris Removal Contractor Quality Assurance field monitoring.
- i. Debris Removal Contractor trip ticket management.
- j. Debris Removal Contractor invoice review and reconciliation.
- k. Debris Removal Contractor complaint resolution.
- l. Preparation of debris removal progress reports.
- m. Documentation to support Federal cost reimbursement.

2. Schedule: Period of performance (specify).

3. Compensation: Payment for all work under this Task Order shall not exceed the total maximum sum of \$ _____.

4. Additional Requirements: N/A

Authorization to Proceed:

Tetra Tech, Inc

Clackamas County

Authorized Signature

Date

Dept. Contract Administrator

Date

Name / Title (Printed)

Dept. Director/Deputy

Date