



Gregory L. Geist
Director

October 29, 2020

Water Environment Services Board
Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Between
North Clackamas Parks and Recreation District and Water Environment Services

Purpose/Outcomes	Approval of an Intergovernmental Agreement Between North Clackamas Parks and Recreation District and Water Environment Services
Dollar Amount and Fiscal Impact	WES agrees to pay NCPRD approximately \$90,000.00 annually, for an amount not to exceed \$450,000.00 over five years.
Funding Source	Surface water fees paid by property owners in WES' service area. No County General Funds are requested.
Duration	The Agreement ends June 30, 2025, with an option to extend one additional 5-year term.
Previous Board Action/Review	Board approved a previous IGA on 8/6/2013, Board Agenda Item 7/18/2013-IX.2.
Counsel Review	This IGA was reviewed and approved by County Counsel on Sept. 16, 2020.
Strategic Plan Alignment	Supports the following key result for Watershed Protection: 50% of WES' streams are healthy. Supports the following goal for the County's Performance Clackamas goals: Honor, utilize, promote and invest in our natural resources.
Contact Person	Ron Wierenga, Surface Water Manager x4581, rwierenga@clackamas.us
Contract No.	N/A

BACKGROUND:

WES and NCPRD formed an agreement in 2013 to establish a cooperative working relationship for the purpose of undertaking public projects aimed at improving water quality, enhancing natural resources areas, and providing public access for passive recreation and environmental education activities.

In the 2013 Agreement, WES and NCPRD partnered to manage natural areas and team on projects of mutual benefit and interest that fit the missions of both departments. Since the 2013 Agreement was implemented, WES and NCPRD's needs have evolved and changes to the 2013 Agreement are proposed to further our partnership for maximum efficiencies and benefits. WES and NCPRD desire to terminate the 2013 Agreement and enter into this new Agreement to ensure that past and future investments in these public assets will be protected.

WES owns and manages several natural areas, as well as a few passive recreational facilities such as trails. However, WES does not have field staff to take on this maintenance. NCPRD implements a Natural Resources Program and employs Natural Area staff, knowledgeable and skilled to provide stewardship of natural areas for fish and wildlife habitat, as well as water quality benefits.

WES has determined that NCPRD is well-equipped to provide these services and, because their service areas are similar, their staff is familiar with many of the properties. We have had a positive, cooperative partnership to date. Managing natural areas together in accordance with our shared values will ensure consistent treatment and maximum effectiveness of NCPRD resources within natural areas.

The specific WES sites that will be managed and the budget that NCPRD will be provided to manage the sites would be detailed within the annual work plan that is established between WES and NCPRD.

RECOMMENDATION:

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the Intergovernmental Agreement between North Clackamas Parks and Recreation District and Water Environment Services.

Respectfully submitted,

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

Greg Geist
Director, Water Environment Services

Attachments:
IGA between WES and NCPRD

**INTERGOVERNMENTAL AGREEMENT
BETWEEN NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
AND WATER ENVIRONMENT SERVICES**

THIS AGREEMENT (this "Agreement") is entered into and between North Clackamas Parks and Recreation District ("NCPRD"), a county service district formed pursuant to ORS Chapter 451, and Water Environment Services ("WES"), an intergovernmental entity formed pursuant to ORS Chapter 190, 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.

WES and NCPRD formed an agreement in 2013 ("2013 Agreement") to establish a cooperative working relationship for the purpose of undertaking public projects aimed at improving water quality, managing storm water runoff, enhancing natural resources areas, and providing public access for passive recreation and environmental education activities.

In the 2013 Agreement, WES and NCPRD partnered to manage natural areas and team on projects of mutual benefit and interest that fit the missions of both departments. Since the 2013 Agreement was implemented, WES and NCPRD's needs have evolved and changes to the 2013 Agreement are proposed to further our partnership for maximum efficiencies and benefits to each department. WES and NCPRD desire to terminate the 2013 Agreement and enter into this new Agreement to ensure that past and future investments in these public assets will be protected.

WES owns and has the responsibility to manage several natural areas and stormwater management facilities in the WES service area, as well as a few passive recreational facilities such as trails. However, WES does not have field staff to take on this maintenance. NCPRD implements a Natural Resources Program and employs Natural Area staff, knowledgeable and skilled to provide stewardship of natural areas for fish and wildlife habitat, as well as water quality benefits. NCPRD Natural Resources Program staff are also qualified and skilled in restoration ecology, stewardship planning, implementing volunteer events and communicating with the public about issues these areas face.

WES has determined that NCPRD is well-equipped to provide these services and, because their service areas are similar, their staff is familiar with many of the properties. We have had a positive, cooperative partnership to date. Managing natural areas together in accordance with our shared values will ensure consistent treatment and maximum effectiveness of NCPRD resources within natural areas.

The specific WES sites that will be managed and the budget that NCPRD will be provided to manage the sites would be detailed within the annual work plan that is established between WES and NCPRD.

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. **Termination of Previous Agreement.** The Parties agree that the 2013 Agreement is hereby terminated and replaced in its entirety by this Agreement.
2. **Term.** This Agreement shall be effective upon execution, and shall expire upon June 30, 2025 ("Term"). The Parties may renew this Agreement for one additional term of 5 years upon a writing signed by both Parties.
3. **Scope of Work.** The Parties agree to perform the obligations identified in Exhibit A ("Scope of Work"), in addition to the services further identified in the Annual Work Plan in Exhibit B ("Work Plan"), both attached hereto and incorporated herein (collectively referred to as the "Work"). The Parties will develop a new Annual Work Plan each year and will update Exhibit B accordingly without the need for formal amendment to this Agreement.
4. **Consideration.** WES agrees to pay NCPRD an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000.00) over the Term of this Agreement.
5. **Payment.** Unless otherwise specified, NCPRD shall submit quarterly invoices for Work performed and shall include the total amount billed to date by NCPRD prior to the current invoice. 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. NCPRD shall also submit the annual reporting form provided by WES at the end of each fiscal year documenting information on the Work performed. Payments shall be made to NCPRD following WES' review and approval of invoices submitted by NCPRD. NCPRD shall not submit invoices for, and WES will not pay, any amount in excess of the maximum compensation amount set forth above.
6. **Representations and Warranties.**
 1. *WES Representations and Warranties:* WES represents and warrants to NCPRD that WES 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 WES enforceable in accordance with its terms.
 2. *NCPRD Representations and Warranties:* NCPRD represents and warrants to WES that NCPRD 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 NCPRD enforceable in accordance with its terms.
 3. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
7. **Termination.**
 1. Either the NCPRD or WES may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 2. NCPRD or WES 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.
 3. Either Party may terminate this Agreement in the event a Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of 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 either Party is prohibited from paying for such work from the planned funding source.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
8. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, NCPRD agrees to indemnify, save harmless and defend WES, 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 NCPRD or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which NCPRD has a right to control.

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

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

1. Tonia Williamson or their designee will act as liaison for NCPRD.

Contact Information:

Tonia Williamson
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4357
twilliamson@NCPRD.com

Gail Shaloum or their designee will act as liaison for WES.

Contact Information:

Gail Shaloum, PLA
Clackamas County Water Environment Services
150 Beaver Creek Rd., Suite 430
Oregon City, OR 97045
(503) 742-4597
gshaloum@clackamas.us

11. General Provisions.

1. **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 NCPRD and WES 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 WES or NCPRD 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. NCPRD and WES, by execution of this Agreement, hereby consent to the in personam jurisdiction of the courts referenced in this section.
2. **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.
3. **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.
4. **Access to Records.** Both 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. All financial records shall be maintained in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. At either party's request, the other party shall provide the

requesting party with paper or electronic version of all documents, engineering designs, warranties, and other materials directly related to a Project that have been produced or recorded. The Parties are not obligated to provide confidential documentation or produce materials in electronic media if the materials do not already exist in electronic media.

5. **Work Product.** Reserved.
6. **Hazard Communication.** Reserved.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **No Third-Party Beneficiary.** WES and NCPRD 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.

13. **Subcontract and Assignment.** Neither WES nor NCPRD shall enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall not be unreasonably withheld. Either Party's consent to any subcontract shall not relieve the other Party of any of its duties or obligations under this Agreement.
14. **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.
15. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
16. **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.
17. **Time is of the Essence.** WES and NCPRD agree that time is of the essence in the performance this Agreement.
18. **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.
19. **Force Majeure.** Neither WES nor NCPRD shall be held responsible for delay or default caused by events outside of WES or NCPRD's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, WES 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.
20. **Confidentiality.** Reserved.
21. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[Signature Page Follows]

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

North Clackamas Parks and Recreation District

Water Environment Services

Chair


Date

Chair

Recording Secretary

Date

Approved as to Form



County Counsel

10/21/2020

Date

Exhibit A

SCOPE OF WORK

1. **Obligations of WES.**

- i. WES agrees to lead the resolution of any property boundary issues, land surveys, etc. on WES owned properties.
- ii. WES agrees to notify NCPRD of special use permits related to sites that contain mitigation and to provide NCPRD with permit language, so that NCPRD understands what other uses of the site may be and can help provide recommendations based on day-to-day management.
- iii. WES agrees to notify NCPRD of partnership activities and educational events planned at WES sites where NCPRD may be conducting Work, so that NCPRD understands what other uses of the site may be and can help provide recommendations based on day-to-day management.
- iv. WES will provide its Rules for Public Property to NCPRD to guide NCPRD in interacting with the public on WES properties.
- v. WES will draft an annual work plan with input from NCPRD. The Parties will work together to finalize annual work plan documents that will guide NCPRD's day to day work during a fiscal year. Work tasks include, but are not limited to, 1) vegetation survey, monitoring, maintenance including hazard tree removal; 2) trails or facility monitoring and maintenance; and 3) trash monitoring and maintenance; 4) monitoring houseless persons activity on WES owned properties and posting necessary signage provided by WES in compliance with the Clackamas County Code, in addition to coordinating with representatives of the Clackamas County Sheriff's Office Exclusion Program as needed.

2. **Obligations of NCPRD.**

- i. NCPRD agrees to get approval from WES of any partnership or educational activities that NCPRD leads at WES sites and to include WES as a funding partner on any marketing materials, if funds from this IGA support the project.
- ii. NCPRD agrees to review information related to partnership activities and educational events planned at WES sites and to provide comments to WES in a timely fashion noting any conflict with the day-to-day management.
- iii. NCPRD will provide input on and review the annual work plan developed by WES. The two agencies will work together to finalize annual work plan documents that will guide NCPRD's day to day work during a fiscal year.
- vi. NCPRD will follow WES' Rules for Public Property to NCPRD in interacting with the public on WES properties.

- vii. Work tasks include but are not limited to 1) vegetation survey, monitoring, maintenance including hazard tree removal, 2) trails or facility monitoring and maintenance, 3) trash monitoring and maintenance. NCPRD follows specific best management practices, regulatory guidelines and polices and protocols to manage a site including Oregon Department of Agriculture regulations of control of invasive weeds, Clackamas County and NCPRD polices and protocols; 4) monitoring houseless persons activity on WES owned properties and posting necessary signage provided by WES in compliance with the Clackamas County Code, in addition to coordinating with representatives of the Clackamas County Sheriff's Office Exclusion Program as needed.
- iv. WES shall be listed as additionally insured on any contract insurance documents that NCPRD leads on WES property.

Exhibit B

ANNUAL WORK PLAN

<u>Property Name</u>	<u>Current Activity</u>	<u>Needs</u>	<u>Taxlot</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Acres</u>	<u>Taxpayer</u>	<u>Address</u>
Mt. Scott Creek - Oak Bluff Reach	Weed control, cleanups, sweeps for camps.	Continue as in past.	22E04B 00300	8970 SE OAK BLUFF RD	CLACKAMAS	97015	2.74	WES	8970 SE OAK BLUFF RD
Last Road Property	None to date	Weed control and re-planting, trash pickup--as time allows.	22E09DC01102	9557 SE LAST RD	CLACKAMAS	97015	0.20	WES	9557 SE LAST RD
84th Ave Property	None to date	Weed control and re-planting, trash pickup--as time allows.	22E04B 03700	12605 SE 84TH AVE	CLACKAMAS	97015	1.96	WES	12605 SE 84TH AVE
Rock Creek Confluence Property	Restoration completed by WES & CRBC; CRBC contract ended.	Occasional monitoring/maintenance. Weed spot treatment, mow around shelter, occasional sweeps for camping and cleanup.	22E12 00303	NO SITUS	NO SITUS	NO SITUS	9.20	WES	NO SITUS
Rose Creek	Weed control, trail maintenance, some planting, esp. streambank area.	Weed control, trail maintenance, some planting, bioengineering in streambank area.	22E01CD00100, 22E01CC11100, 22E01C 00312, 22E01CA07000	14001 SE 152ND DR	CLACKAMAS	97015	6.90	WES	14001 SE 152ND DR, 13944 SE HINES DR, NO SITUS
Echo Valley Meadows	Restoration completed, released from permit, in maintenance phase.	Needs continued maintenance (weed treatments/inter-planting).	22E03DD00519, 22E03DD00520, 22E03DD00527	14181 SE ECHO VALLEY CT	CLACKAMAS	97015	0.58	WES	14181 SE ECHO VALLEY CT, 14199 SE ECHO VALLEY CT, 14165 SE ECHO VALLEY CT
3-Creeks	Weed control, cleanups, sweeps for camping, volunteer event coordination.	Continue as in past.	22E04B 01300, 22E05 00200	NO SITUS	NO SITUS	NO SITUS	78.94	WES	NO SITUS and 7200 SE HARMONY RD
Hearthwood Wetlands easement area	Weed control, some inter-planting	Continue as in past.	22E09CC03000	NO SITUS	NO SITUS	NO SITUS	0.05	The Wetlands Conservancy	NO SITUS
North Clackamas Park riparian area	Weed control, inter-planting	Continue as in past.	22E06AC00100	SE Kellogg Creek Dr.	MILWAUKIE	97022	3.00	City of Milwaukie	SE Kellogg Creek Dr.

<u>Property Name</u>	<u>Taxlot</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Acres</u>	<u>Taxpayer</u>	<u>SITUS</u>	<u>REVIEW COMMENTS</u>	<u>LANDC LASS</u>	<u>FUND NO.</u>
Mt. Scott Creek - Oak Bluff Reach	22E04B 00300	8970 SE OAK BLUFF RD	CLACKAMAS	97015	2.736756	WES	8970 SE OAK BLUFF RD	Natural resource area, with sanitary line through parcel	300	111
Last Road Property	22E09DC01102	9557 SE LAST RD	CLACKAMAS	97015	0.203868	WES	9557 SE LAST RD	Strip of land w/Cow Creek running through it, adjacent to Interstate Meats	300	151
Carli Property	22E15B 00100	NO SITUS	NO SITUS	NO SITUS	8.129552	WES	NO SITUS	Site with regional stormwater treatment and restoration	400	151
84th Ave Property	22E04B 03700	12605 SE 84TH AVE	CLACKAMAS	97015	1.962301	WES	12605 SE 84TH AVE	Linear site contains Philips Creek betwn Sunnyside & Sunnybrook; steep	200	151
Rock Creek Confluence Property	22E12 00303	NO SITUS	NO SITUS	NO SITUS	9.199795	WES	NO SITUS	Natural resource area, site of recently completed in-stream and vegetation restoration project	700	151
Rose Creek	22E01CC11100	NO SITUS	NO SITUS	NO SITUS	0.729743	WES	NO SITUS	Natural resource area along Rose Creek w/ veg management, pedestrian bridge, trail, partners assist in management.	100	
Rose Creek	22E01CD00100	14001 SE 152ND DR	CLACKAMAS	97015	4.985878	WES	14001 SE 152ND DR	Natural resource area along Rose Creek w/ veg management, pedestrian bridge, trail, partners assist in management.	400	151
Rose Creek	22E01C 00312	13944 SE HINES DR	CLACKAMAS	97015	1.074267	WES	13944 SE HINES DR	Natural resource area along Rose Creek w/ veg management, pedestrian bridge, trail, partners assist in management.	100	151
Rose Creek	22E01CA07000	NO SITUS	NO SITUS	NO SITUS	0.113236	WES	NO SITUS	Natural resource area along Rose Creek w/ veg management, pedestrian bridge, trail, partners assist in management.	100	151
Echo Valley Meadows	22E03DD00519	14181 SE ECHO VALLEY CT	CLACKAMAS	97015	0.164592	WES	14181 SE ECHO VALLEY CT	Restoration project and mitigaton wetlands on these parcels	100	151
Echo Valley Meadows	22E03DD00520	14199 SE ECHO VALLEY CT	CLACKAMAS	97015	0.246183	WES	14199 SE ECHO VALLEY CT	Restoration project and mitigaton wetlands on these parcels	100	151
Echo Valley Meadows	22E03DD00527	14165 SE ECHO VALLEY CT	CLACKAMAS	97015	0.164328	WES	14165 SE ECHO VALLEY CT	Restoration project and mitigaton wetlands on these parcels	100	151
3-Creeks	22E04B 01300	NO SITUS	NO SITUS	NO SITUS	1.608638	WES	NO SITUS	Large natural area owned by WES, managed by NCPRD thru IGA.	200	151
3-Creeks	22E05 00200	7200 SE HARMONY RD	MILWAUKIE	97222	77.335566	WES	7200 SE HARMONY RD	Large natural area owned by WES, managed by NCPRD thru IGA. Includes compensatory wetland mitigation site completed to mitigate Intertie #2 pump station.	100	151

***** Taxpayer is Clackamas County, but INCAREOF of WES



October 29, 2020

Water Environment Services Board
 Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement between
 Water Environment Services and Clean Water Services
 for Liquid Biosolids Management

Purpose/Outcomes	Extend the Intergovernmental Agreement between Water Environment Services and Clean Water Services. From time to time, the Tri-City Wastewater Treatment Plant loses the ability to dewater their liquid biosolids. This IGA will allow the Tri-City Plant to transport liquid biosolids to the Durham Advanced Wastewater Treatment Facility in Tigard, OR.
Dollar Amount and Fiscal Impact	N/A
Funding Source	FY20/21 WES Budget as approved. No general fund dollars impacted
Duration	From the date of execution of the Contract until November 1, 2021.
Previous Board Action/Review	Amended April 5 th 2019, no board action required
Counsel Review	This IGA 2 nd Amendment was reviewed and approved by County Counsel on October 21, 2020.
Strategic Plan Alignment	1) This service supports the WES Strategic Plan to provide wastewater treatment services to members of the community. 2) . This service supports the County Strategic Priority to ensure safe, healthy, and secure communities.
Contact Person	Terrance Romaine Resource Recovery Supervisor 503/557-2820
Contract No.	N/A

BACKGROUND:

The Tri-City Wastewater Treatment Plant produces Class B biosolids that are dewatered via centrifuge and hauled to Sherman County, OR. At times, both the primary centrifuge and the back-up centrifuge at Tri-City are unavailable. The Tri-City plant has limited storage capacity for liquid biosolids so it must be removed from the plant daily.

The purpose of this agreement is to allow Water Environment Services staff to haul liquid Class B biosolids from Tri-City to the Durham Advanced Wastewater Treatment Facility in Tigard, OR.

This Intergovernmental Agreement Amendment 2, has been reviewed and approved by County Counsel.

RECOMMENDATION:

WES staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Intergovernmental Agreement between Water Environment Services and Clean Water Services for Class B liquid biosolids management.

Respectfully submitted,

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

Greg Geist
Director, Water Environment Services

Attachments:

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
Between Clean Water Services and Water Environment Services

This Amendment, dated effective November 1, 2020, is between Clean Water Services (District) and Water Environment Services (WES), and amends the parties' Intergovernmental Agreement to accept Class B biosolids dated November 1, 2017 as amended by the First Amendment, dated effective April 5, 2019 (collectively, IGA).

RECITALS

1. District and WES previously entered into the IGA to have District accept its class B biosolids from WES' Tri-City Facilities, Boring Sewage Treatment Plant and Hoodland Water Sewage Treatment Plant (WES Facilities) at District's Durham Advanced Wastewater Treatment Facility and beneficially use them when WES Facilities are unable to do so.
2. The parties wish to amend the IGA to extend the term for one year.

TERMS AND CONDITIONS

1. One-Year Extension

The parties agree to renew the IGA for one additional year. The renewal period will begin on November 1, 2020 and extend through October 31, 2021 unless the parties terminate the IGA pursuant to Section D.6.

2. Effect of Amendment

Except as amended herein, the IGA will remain in full force and effect.

WATER ENVIRONMENT SERVICES

CLEAN WATER SERVICES

By: _____
Chair

By: _____
Chief Executive Officer or Designee

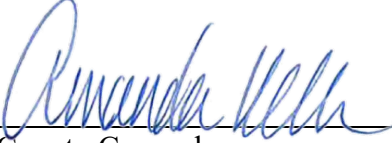
Approved as to Form

ATTEST

By: _____
Secretary

District Counsel

Approved as to Form



County Counsel