



Gregory L. Geist
Director

March 17, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Water Environment Services and Partner Cities for Regional Inflow and Infiltration Reduction.
WES Capital Funds. No General Fund dollars are involved.

Purpose/Outcome	Approval of Intergovernmental Agreement Between Water Environment Services and Partner Cities for Regional Inflow and Infiltration Reduction.
Dollar Amount and Fiscal Impact	Matching commitment to Partner City expenditures for I&I reduction at a 33% rate.
Funding Source	WES Capital Funds. No general fund dollars.
Duration	The Agreement ends June 30, 2026.
Previous Board Action/Review	This item was discussed at a Policy Session on May 4, 2021 and at Issues on March 15, 2022.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, and Performance and Operational Optimization by reducing cost to ratepayers of treating rain and groundwater at treatment plants. 2. This project supports the County Strategic Plan to build public trust through good government by realizing cost savings.
Counsel Review	Review Date: December 8, 2021 Counsel: Amanda Keller
Procurement Review	Was this project processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Contact Person	Greg Geist, WES Director, 503-742-4560
Contract No.	N/A

BACKGROUND:

Clackamas Water Environment Services (WES) provides sanitary sewer treatment to nearly 200,000 people in Clackamas County. We take what our community flushes down the toilet and use it to make electricity, natural fertilizer and clean water.

There are over one thousand miles of underground pipes that convey sewage from homes and businesses to WES' regional wastewater treatment facilities in Oregon City and Milwaukie. WES operates approximately 40% of that system, and our partner cities of Gladstone, Johnson City,

Milwaukie, Oregon City and West Linn (“Partner Cities”) each are responsible for a portion of the system as retail wastewater providers.

Some of those pipes were installed recently and some of those pipes are at or approaching one-hundred years old. In some cases the underground sewer pipes are cracked and leaky, which allows clean groundwater to enter the system, typically during the winter. This is called “infiltration.” In other cases there are accidental or illicit connections such as downspouts or street drains that allow rain water to enter the sanitary sewer system. This is called “inflow.” Together, this additional water is called infiltration and inflow, or by its’ industry shorthand “I/I.” Excessive I/I can result in higher-than-needed costs to the ratepayers, given that under the Clean Water Act, a treatment provider must treat every drop of water that arrives at a treatment facility as wastewater. This additional treatment capacity and effort for cleaning what is essentially rainwater or groundwater is inefficient and expensive.

WES’ Capital Program reviewed the impacts of I/I and peak wet weather surges at the treatment plants in the *Sanitary Sewer Master Plan for Water Environment Services* (“SSMP”) (Jacobs, 2019). The SSMP identified reduction targets throughout the regional system, not just that portion of the collection system directly managed by WES. In that evaluation of impact of peak wet weather, the study did not differentiate to whom that portion of the regional collection system belonged.

The study evaluated options ranging from purely expanding treatment capacity to seeking to remove the most I/I possible, and found the most cost-effective alternative for all parties was 65% I/I reduction in 19 sub-basins throughout the region by 2040. Removal of 65% over the time period study of 2020-2040 is considered ambitious within the industry and will take a significant amount of investment to reach. However, this yields to lowest cost for ratepayers, resulting in a net savings for the regional system of approximately **\$120 million** in avoided capital and operational expenditures during the next 20 years, with the cost savings growing larger in the outer years.

The 19 sub-basins were identified as priority investment areas due to both the high rate of I/I present, the cost of conveying the peak flow downstream and ultimately treating it. They are located throughout the regional wastewater network, in both the WES-owned system and in city-owned collection systems. Therefore, to achieve the lowest cost solution for ratepayers, each of the Partner cities will also need to implement I/I reduction.

The WES Advisory Committee recommended and the Board agreed at a May 2021 policy session to pursue a regional partnership model in achieving these I/I reductions. That regional partnership is reflected in the intergovernmental agreement proposed for approval (“Agreement”).

The Agreement creates a cost sharing mechanism to reflect the shared benefit of I/I reduction and the impact on governmental budgets. Since the most cost-effective way to save ratepayers money is to improve the collection systems supported by the retail wastewater rate, with the savings showing up in cost avoidance in the wholesale wastewater rate, the proposal as approved allows WES to make a 33% cost contributions to support investments to the collection system irrespective of which municipality operates that system.

The key elements of the Agreement are:

Cost Sharing Level: WES will reimburse thirty-three percent (33%) of all qualifying projects undertaken by the Partner jurisdictions from revenues received via the collective wholesale sewer rate. The amount WES is contributing reflects the mutual savings to ratepayers with respect to wholesale sewer expenditures through regional collective action. Note that these contributions are intended to supplement, not replace, collection system service charges already being charged by WES or Partner cities. The funds will come from existing and future capital expenditures, and be treated as contributed capital to the Partner Cities' collection systems.

Pilot Funding Commitment: WES staff has evaluated the proposed I/I projects in the near term (5 year) capital planning horizon for the Partners and believe that WES' current and anticipated levels of capital funding are sufficient to meet that commitment of 33% for **all** anticipated projects for the next five (5) years. Therefore WES is recommending that the commitment for funding under the Partnership Proposal not be capped at any specific level during a pilot period of 5 years. As noted above, this creates a wide range of possible expenditures in any given year. Based on information to date, the maximum likely expenditures would be ~\$3.5 million in given fiscal year out of WES' budgeted \$33 million/year capital improvement plan. With respect to the possibility of funding challenges, none are anticipated at this time but the necessary level of commitment and possibility of adjustment can be addressed as part of the annual budget process with the Advisory Committee and the Budget Committee.

Program Structure: The Partnership Proposal contemplates that a Partner would identify a project and ask that it be deemed a qualified proposal. A "qualified proposal" means a project that meets the base threshold of being designed for I/I reduction purposes and occurring within the designated areas of need as identified in the Technical Memos of the SSMP. The Technical Advisory Team ("TAT"), comprised of a group of WES Engineering staff, City Engineers, and Public Works Directors from Partner Cities, will evaluate the projects and ensure that it meets the criteria and goals established in the Agreement. A copy of the draft bylaws governing the TAT is attached for reference. The TAT will be considering the bylaws at their next meeting and the bylaws will be finalized consistent with the Agreement once it is adopted and in effect.

This proposal was drafted and shared with the Partner Cities and WES engaged with the city managers, city attorneys, and public works directors at a staff level. After some feedback and revisions, a consensus version of the Agreement was distributed in December 2021. That version of the Agreement has been accepted and already approved by the City Councils of Gladstone, Happy Valley, Johnson City, and Milwaukie. WES is working with staff in Oregon City and West Linn to gain those city's consent to the Agreement.

The Agreement is drafted to allow support for projects for any Partner City that has joined the regional approach going forward, and several cities have pending project(s) that they desire to submit to the TAT for approval. There is no retroactivity clause, so the Agreement only funds new projects entered into after the Agreement is effective. Therefore WES is seeking Board adoption of the Agreement to allow it to go into immediate effect. This will allow WES to support this strong positive response received from the public works teams at those Partner Cities and begin work on reducing our regional I/I problem.

RECOMMENDATION:

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the Intergovernmental Agreement between Water Environment Services and Partner Cities for Regional Inflow and Infiltration Reduction.

Respectfully submitted,

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

Greg Geist
Director, WES

Attachments:

Intergovernmental Agreement between Water Environment Services and Partner Cities for Regional Inflow and Infiltration Reduction

Bylaws of the Technical Advisory Team

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WATER ENVIRONMENT SERVICES
AND PARTNER CITIES FOR
REGIONAL INFLOW AND INFILTRATION REDUCTION**

THIS REGIONAL INFLOW AND INFILTRATION REDUCTION AGREEMENT (this “**Agreement**”) is entered into between Water Environment Services (“**District**”), an intergovernmental entity formed pursuant to ORS Chapter 190, and those Cities (defined below) that execute this Agreement (collectively, the “**Partners**” or individually “**Partner**”). The District and the Partners are collectively referred to as the “**Parties**” and each a “**Party**.”

RECITALS

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

The District provides sanitary sewer treatment to over 190,000 people in Clackamas County. This service area includes the City of Gladstone, the City of Happy Valley, the City of Johnson City, the City of Milwaukie, the City of Oregon City, and the City of West Linn, all Oregon municipal corporations (collectively the “**Cities**” and each a “**City**”). There are thousands of miles of underground pipes that convey sewage from homes and businesses in Partner jurisdictions to the District’s regional wastewater treatment facilities. Some of those pipes allow clean groundwater to enter the system during the winter, through a process called “infiltration.” In other cases, there are accidental or illicit connections such as downspouts or street drains that allow rain water to enter the sanitary sewer system, through a process called “inflow.” Together, this additional water is called infiltration and inflow, or by its’ industry shorthand “**I/I**.”

Analysis shows that the amount of I/I entering into District’s system is higher than industry norms. This surge of water during wet weather events is approaching the maximum peak flow capacities of the District’s Tri-City and Kellogg Creek water resource reclamation facilities and that of portions of the regional collection system. Excessive I/I can result in higher-than-needed costs to the District’s and Partner’s ratepayers, given that under the Clean Water Act, a treatment provider must convey and treat every drop of water that arrives at a treatment facility as wastewater. This additional treatment capacity and effort for cleaning what is essentially rainwater or groundwater is inefficient and expensive. It can also require upsizing of buried infrastructure at significant cost.

To most effectively reduce excessive I/I, a regional I/I program is needed to manage peak flows in the wastewater collection and treatment systems in the most cost-effective manner. The program is the implementation of the recommended capital improvement program outlined in the Sanitary Sewer Master Plan for Water Environment Services (“**SSMP**”) (Jacobs, 2019). The SSMP identified reduction targets throughout the regional system, not just that portion of the collection system directly managed by the District. All Partner systems were included in the review, except for the City of Johnson City’s collection system; however, leadership for the city has been engaged on this topic.

The SSMP identified 19 sub-basins as priority investment areas (“**Target Areas**”), further described in Exhibit A (“**Technical Memos**”), due to the high rate of I/I present, the cost of conveying the peak flow downstream, and ultimately the cost of treating it. These

Target Areas are located throughout the regional wastewater network, in both District-owned and Partner-owned collection systems.

The SSMP found the most cost-effective alternative for all parties was a sixty-five percent (65%) I/I reduction in the Target Areas by 2040. Removal of 65% in Target Areas over the time period study of 2020-2040 is considered ambitious within the industry and will take a significant amount of investment to reach. However, this yields to lowest cost for ratepayers, resulting in a net savings for the regional system of approximately \$120 million in avoided capital and operational expenditures during the next 20 years, with the cost savings growing larger in the outer years. In order to achieve the lowest cost solution for District ratepayers, a collective effort from all Partners is required to implement this regional I/I reduction.

In 2019, this recommendation was presented to the Technical Advisory Team (“TAT”), made up of District engineers, Partner public works directors, and Partner engineers, which broadly agreed that a focus on 65% level of I/I removal in Target Areas, balanced with other necessary improvements in the collection and plant treatment systems, is the most cost-effective regional solution to managing peak flows. The Water Environment Services Advisory Committee (“District Advisory Committee”) agreed that these targets should be the baseline for the regional discussion in 2019.

In an effort to implement the program recommended in the SSMP and by the advisory committee, the District and the Partners desire to establish a pilot program to determine the long-term feasibility of the District providing funding to Partners in support of projects that will help achieve the collective goal of reducing I/I by 65% in the Target Areas (“Regional I/I Reimbursement Program” or the “Program”). Beyond just this Program, it is the District’s desire that this be the first step towards establishing a more collaborative relationship with the Partners moving forward to address I/I and other regional issues using common studies, common approaches and common solutions.

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.** The Agreement shall be effective between the District and any individual Partner upon execution by the District and Partner (“**Effective Date**”). After District execution, a City may sign on to the Agreement at a later date by executing the signature page below. A lack of execution by one City shall not impact the validity of the Agreement as to any other Partner. The Agreement shall expire on June 30, 2026. It is the intent of the Parties to evaluate the effectiveness of the Program and, if significant progress is being made towards the goal of 65% I/I reduction in Target Areas, continue this approach. The term of this Agreement may be extended by the Parties in five (5) year increments upon a writing signed by all Parties.
2. **Cost Sharing.** The District agrees to reimburse thirty-three percent (33%) of the actual costs incurred by a Partner in the completion of work arising out of a Qualified Proposal that has received an Approval Letter (both defined below) (“**Reimbursement Contribution**”) from revenues received through the collective wholesale sewer rate. The amount the District is contributing reflects the mutual savings to ratepayers with respect to wholesale sewer expenditures through regional collective action. Note that

these contributions are intended to supplement, not replace, collection system service charges already being charged by District or Partners.

3. **Program Proposal Process.**

- A. Qualified Proposals. Partners will identify qualified proposal projects to submit for review. A “**Qualified Proposal**” means a project proposal that meets the base threshold of being designed for I/I reduction purposes and occurring within the Target Areas. A Qualified Proposal should include a project description, project area/boundary, flow-metering data if available (I/I rates), rehabilitation method (if applicable), project statistics (i.e. number of manholes, linear feet of pipe or number of laterals to be rehabilitated), construction schedule, and anticipated I/I flow reduction. Potential eligible projects may include, but are not limited to, flow-metering studies, consulting services to analyze flow-metering results, I/I source identification, rehabilitation design or construction, post-construction flow monitoring, etc.
 - B. Approval of Qualified Proposals. Each Partner will bring forward their proposed projects for approval by the TAT. The TAT will review the proposal and determine if it satisfies the elements of a Qualified Proposal identified in Section A above. If the TAT members approve, by majority vote of those present, a proposal as being an eligible Qualified Proposal, the Partner will be provided with a letter of approval in a form substantially similar to Exhibit B (“Approval Letter”).
 - C. Annual Notification of Proposals. Each Partner agrees to submit an annual list summarizing the potential Qualified Proposals planned for the following year, including their estimated cost, to the District no later than February 1st of each year, in order to provide the District with sufficient time to budget appropriately for the upcoming fiscal year. Failure to provide the notice will not automatically prevent funding of a Qualified Proposal, but such funding may be delayed by a fiscal year. Notwithstanding the above, upon execution of the Agreement by a Partner, the Partner may immediately submit Qualified Proposals for the current fiscal year.
 - D. Annual Reports. Each Partner receiving funding pursuant to this Agreement will provide an annual report out to the District Advisory Committee, indicating the projects completed with the funding provided and their anticipated or actual reduction of I/I in the impacted Target Area. The Partners may elect to provide the report at the end of each fiscal year or calendar year.
 - E. TAT Membership. The Parties acknowledge that thus far the TAT has been an informal advisory group of technical experts meeting to share knowledge and collaborate on infrastructure strategy, and that a more formalized procedure will be needed to allow the TAT to effectuate the purposes of this Agreement. Therefore, bylaws will be drafted creating, amongst other provisions, a voting procedure with each of the District and Partners having a single vote for the purposes of approving a Qualified Proposal.
4. **Reimbursement**. In order to receive the Reimbursement Contribution, the Partners agree to submit a single invoice after the completion of the work performed related to their Qualified Proposal, with a copy of their Approval Letter from the TAT included. Invoices shall describe the work performed with particularity, by whom it was performed, and shall itemize and explain the expenses for which reimbursement is

claimed, noting the elements of the project correlated with VI reduction. Reimbursement Contribution payments shall be made by the District to the Partner within forty-five (45) days of receipt of an invoice that complies with the requirements of this section. The District is not obligated to pay any amount in excess of the Reimbursement Contribution amount identified above.

5. Representations and Warranties.

A. Party Representations and Warranties. Each Party represents and warrants to the other Parties that it 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 Party enforceable in accordance with its terms.

6. Withdrawal; Termination.

A. Any Partner may withdraw from this Agreement at any point and for any reason upon thirty (30) days' written notice to the District. If one Party withdraws from this Agreement, such withdrawal shall not affect the Agreement with the remaining Partners.

B. The District may terminate the Agreement with any individual Partner at any point and for any reason upon thirty (30) days' written notice. Any termination of the Agreement with an individual Partner shall not affect the Agreement as to the remaining Partners.

C. Either the District or the Partners may terminate this Agreement in the event of a material breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

D. The District or the Partners shall not be deemed to have waived any breach of this Agreement by any 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.

E. The District may terminate this entire Agreement with all Parties upon fifteen (15) days' written notice in the event the District fails to receive expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the District is prohibited from paying for such work from the planned funding source. The District agrees to provide a Reimbursement Contribution for all Qualified Proposals that receive an Approval

Letter prior to the date of termination identified in the notice provided pursuant to this subsection.

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

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the Partners, and their 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 or omissions 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.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, each Partner agrees to indemnify, save harmless and defend the District, Clackamas County and any other Partner, as well as each of their 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 or omissions of the Partner or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Partner has a right to control.

- 8. **Dispute Resolution.** In the event of a dispute arising out of this Agreement, the Parties involved in the dispute agree to meet with one another in a good faith attempt to resolve the dispute prior to taking any other action against another Party. In these discussions, city managers will represent the affected Partners and the District will be represented by its Director. If a dispute cannot be resolved through these discussions, then the Parties may seek relief from any available method.
- 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 business address for the party thereof as published. 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. Each Party shall provide a separate written designation for notices relating to this Agreement, and any Party may change such Party's contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

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 without giving effect to the conflict of law provisions thereof. Any claim between District and Partners 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 any Party 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. Each Party, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** All 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 any 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 any other Party.
- D. **Access to Records.** Each Party shall retain, maintain, and keep accessible all records relevant to this Agreement ("**Records**") for a minimum of six (6) years, following Agreement termination 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. Each Party 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 Party's shall permit the District's or another Party's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** Reserved.
- F. **Hazard Communication.** Reserved.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all 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 any Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** The Partners and the District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. No contractors or agents of the Partners performing work on Qualifying Projects are considered intended beneficiaries for the purposes of this Agreement.
- M. **Assignment.** No Partner shall assign or transfer any of its interest in this Agreement by bankruptcy, operation of law or otherwise, without obtaining prior

written approval from the District, which shall be granted or denied in the District's sole discretion.

- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, 8 and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), and (T) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** With the ambitious goal of reducing VI by 65% in Target Areas, the Parties are encouraged to act expeditiously in submitting and completing Qualified Proposal work.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither the Partners nor District shall be held responsible for delay or default caused by events outside of the Partners' or District's reasonable control including, but not limited to, fire, terrorism, epidemic, riot, acts of God, or war.
- 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.

Signature Page Follows

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

Water Environment Services

Chair

Date

City of Gladstone

Authorized Signatory

Title

Date

City of Happy Valley

Authorized Signatory

Title

Date

City of Johnson City

Authorized Signatory

Title

Date

City of Milwaukie

Authorized Signatory

Title

Date

City of Oregon City

Authorized Signatory

Title

Date

City of West Linn

Authorized Signatory

Title

Date

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

Water Environment Services

Chair

Date

City of Gladstone



Authorized Signatory

MAYOR

Title

3/3/2022

Date

City of Happy Valley

Authorized Signatory

Title

Date

City of Johnson City

Authorized Signatory

Title

Date

City of Milwaukie

Authorized Signatory

Title

Date

City of Oregon City

Authorized Signatory

Title

Date

City of West Linn

Authorized Signatory

Title

Date

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

Water Environment Services

Chair

Date

City of Gladstone

Authorized Signatory

Title

Date

City of Happy Valley

Authorized Signatory

Title

Date

City of Johnson City

James O. Whitehead

Authorized Signatory

Mayor
Title

1-18-2022

Date

City of Milwaukie

Authorized Signatory

Title

Date

City of Oregon City

Authorized Signatory

Title

Date

City of West Linn

Authorized Signatory

Title

Date

City of Milwaukie

Attkin

Authorized Signatory

City Manager

Title

March 1, 2022

Date

City of Oregon City

Authorized Signatory

Title

Date

City of West Linn

Authorized Signatory

Title

Date

Exhibit A

Technical Memos

Technical Memorandum

Prepared for: Jessica Rinner, PE
Water Environment Services, Clackamas County, Oregon

Project: Infiltration and Inflow Program Support

Author: Yarrow Murphy, PE
Leeway Engineering Solutions

Reviewer: Rob Lee, PE, PMP
Leeway Engineering Solutions

Date: November 9, 2020

Subject: Infiltration and Inflow (I/I) Program Development
City of West Linn Member Community Program and Summary

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Introduction

Clackamas Water Environment Services (WES) is developing and implementing a regional infiltration and inflow (I/I) program to cost-effectively manage peak flows in the regional wastewater collection system and treatment facilities. This program supports the implementation of the capital improvement program outlined in the *Sanitary Sewer Master Plan* ([SSMP] completed by Jacobs in 2019). As a member city located within WES’s Regional Service Area, the City of West Linn (City) is implementing I/I abatement as described in this technical memorandum (TM).

This TM describes the City’s program and details the specific requested contributions identified by the City for WES-provided assistance to the City.

SSMP Recommendations

The SSMP found hydraulic capacity deficiencies through the WES service area resulting from high I/I during the 5-year frequency design storm. These capacity deficiencies will increase over time due to several factors, including system expansion and pipe aging and degradation.

The SSMP evaluated alternatives for providing capacity to convey and/or treat peak 2040 flows. The total investment for each alternative included the present worth value of capital costs to reduce I/I, increase capacity to transport remaining flows, and expand treatment capacity and operation and maintenance costs over a 60-year life. The plan recommended the most cost-effective alternative, which included 65-percent I/I reduction in 19 subbasins throughout WES’s service area by 2040.

West Linn I/I Reduction Efforts and Recommendations

I/I Reduction Target Subbasins

Nine of the target 19 subbasins (Highway 43, WL_2, Willamette 9C-3, Mill Street, 2A-19, Holly, River Street, WL_1_2B-1-0 and Bolton 3A-8) are located in West Linn and are shown in Figure 1. West Linn’s Sanitary Sewer Master Plan (Carollo, 2019) had similar recommendations regarding I/I within many of these basins. These subbasins and their characteristics are summarized in Table 1.

Table 1. Characteristics of I/I Reduction Target Subbasins in West Linn Jurisdiction

Subbasin	RDII Reduction Completion	Area (acres)	Length of sewer main (LF [mi])	Number of laterals	RDII Rate ¹ (gallons per acre-day)
WL_2	2025	148	42,240 (8)	1,410	25,000
Highway 43	2025	354	107,000 (20.2)	1,570	21,500
Willamette 9C-3	2030 ²	113	54,000 (10.2)	670	16,300
Mill Street	2030 ²	287	104,000 (19.7)	990	15,400
2A-19	2030	106	19,000 (3.6)	290	23,200
Holly	2030	94	18,000 (3.4)	540	20,200
River Street	2030	64	11,000 (2.1)	490	18,900
WL_2B-1-0	2030	89	17,000 (3.2)	260	17,100
Bolton 3A-8	2035	284	111,500 (21.1)	1,450	15,800

¹ I/I rate projected for conditions at the reduction timeframe during the design storm with 5-year frequency.

² Early start recommended due to impacts to downstream improvements.

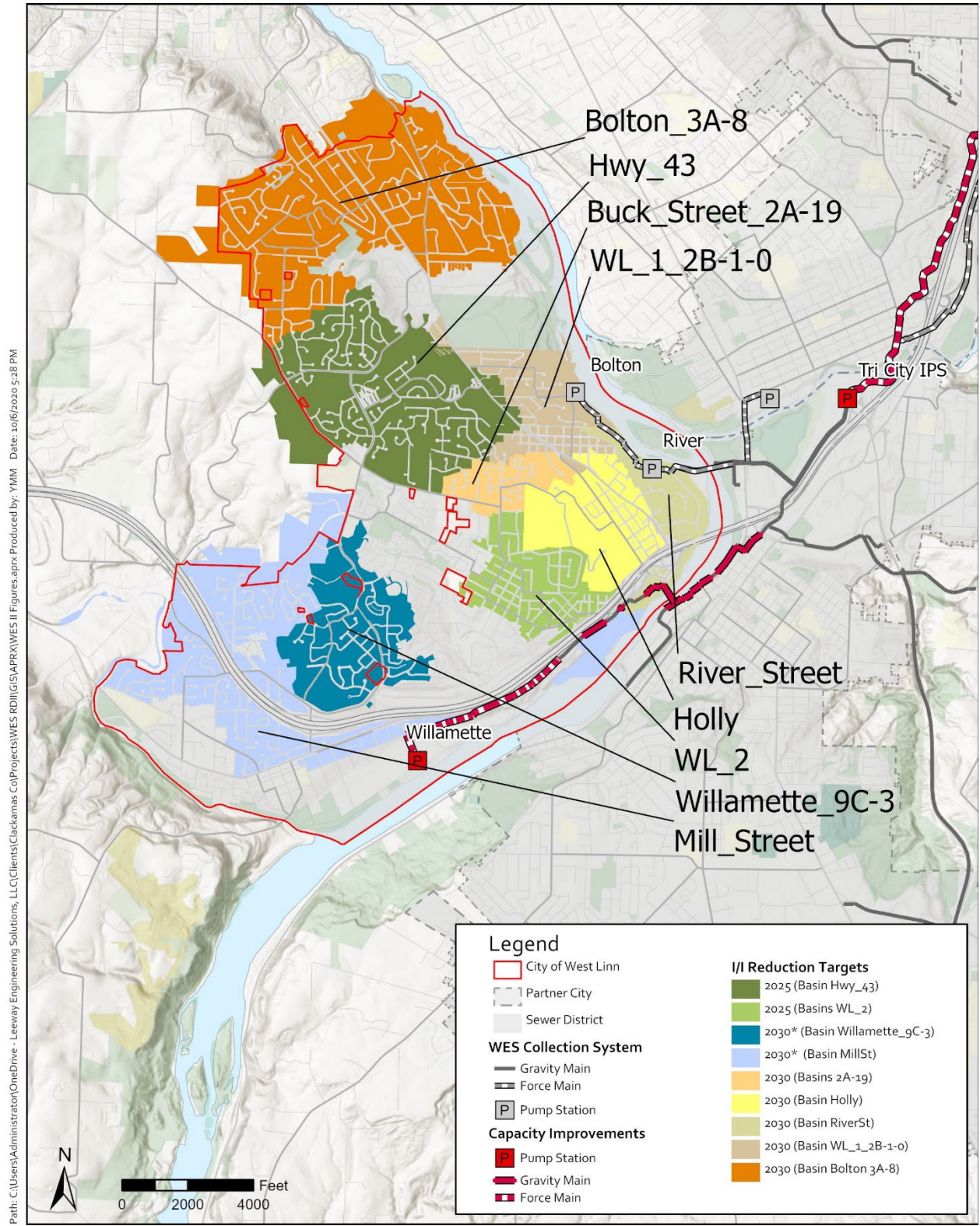


Figure 1. Target Subbasins for West Linn and Capacity Improvements Required for WES's System Given 65% I/I Reduction

I/I Project Sequencing

Due to the impacts of the peak wet weather flows on the downstream infrastructure, the City’s I/I reduction efforts will be implemented incrementally over the next 15 years, according to the schedule in Table 2. The first phase will include I/I reductions in the WL_2 and Hwy_43 subbasins.

As noted in Table 1 and shown in Table 2, early action I/I reduction is recommended for four of West Linn’s subbasins. The need for additional City I/I reduction will depend on the actual amount of I/I reduction from rehabilitation within these first four subbasins.

Table 2. West Linn I/I Reduction Components and Schedule by Targeted Completion Year

Project Name	2025	2030	2035	2040
West Linn I/I Program (2 subbasins: WL_2, Hwy_43)	■			
West Linn I/I Program (2 basins: Willamette_9C-3, MillSt)	■	■		
West Linn I/I Program (4 basins: 2A-19, Holly, RiverSt, WL_2B-1-0)		■		
West Linn I/I Program (1 basins: Bolton_3A-8)			■	

West Linn I/I Reduction Program Meeting Summary

Recognizing that a successful WES-wide I/I reduction program will require collaboration between WES and its member cities, representatives of WES and the City met on April 23, 2020 for a discussion of what might comprise such a program

The City has requested the following support from WES for their I/I reduction effort:

- Coordination on flow monitoring
- Review of differences between West Linn and the WES’s Master Plans modeling

References

Jacobs. 2019. Sanitary Sewer System Master plan for Water Environment Services.

Carollo. 2019. City of West Linn Sanitary Sewer System Master Plan.



Technical Memorandum

Prepared for: Jessica Rinner, PE
Clackamas Water Environment Services, Clackamas County, Oregon

Project: Infiltration and Inflow Program Support

Author: Yarrow Murphy, PE
Leeway Engineering Solutions

Reviewer: Rob Lee, PE, PMP
Leeway Engineering Solutions

Date: November 9, 2020

Subject: District Infiltration and Inflow (I/I) Reduction Program Summary

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Introduction

Clackamas Water Environment Services (WES) is developing and implementing a regional infiltration and inflow (I/I) program to cost-effectively manage peak flows in the regional wastewater collection system and treatment facilities. This program supports the implementation of the capital improvement program outlined in the *Sanitary Sewer Master Plan* ([SSMP] completed by Jacobs in 2019). WES is responsible for implementing I/I abatement as described in this technical memorandum (TM).

SSMP Recommendations

The SSMP found hydraulic capacity deficiencies through the WES service area resulting from high I/I during the 5-year frequency design storm. These capacity deficiencies will increase over time due to several factors, including system expansion and pipe aging and degradation.

The SSMP evaluated alternatives for providing capacity to convey and/or treat peak 2040 flows. The total investment for each alternative included the present worth value of capital costs to reduce I/I, increase capacity to transport remaining flows, and expand treatment capacity and operation and maintenance costs over a 60-year life. The plan recommended the most cost-effective alternative, which included 65-percent I/I reduction in 19 subbasins throughout WES’s service area by 2040.

WES I/I Reduction Efforts and Recommendations

I/I Reduction Target Subbasins

Two of the 19 subbasins (Mt. Talbert and Clackamas) recommended for I/I reduction are located in WES service area and are shown in Figure 1. These subbasins and their characteristics are summarized in Table 1.

Table 1. I/I Reduction Target Basin Characteristics

Characteristic	Mt Talbert	Clackamas
I/I Reduction Timeframe	2025	2040
Area (acres)	1,603	466
Length of sewer main (linear feet, LF)	495,000	68,000
Number of laterals	6,800	2,130
I/I Rate ¹ (gpad)	12,400	15,000
Jurisdiction	WES	WES

¹ I/I rate projected for conditions at the reduction timeframe during design storm with 5-year frequency.

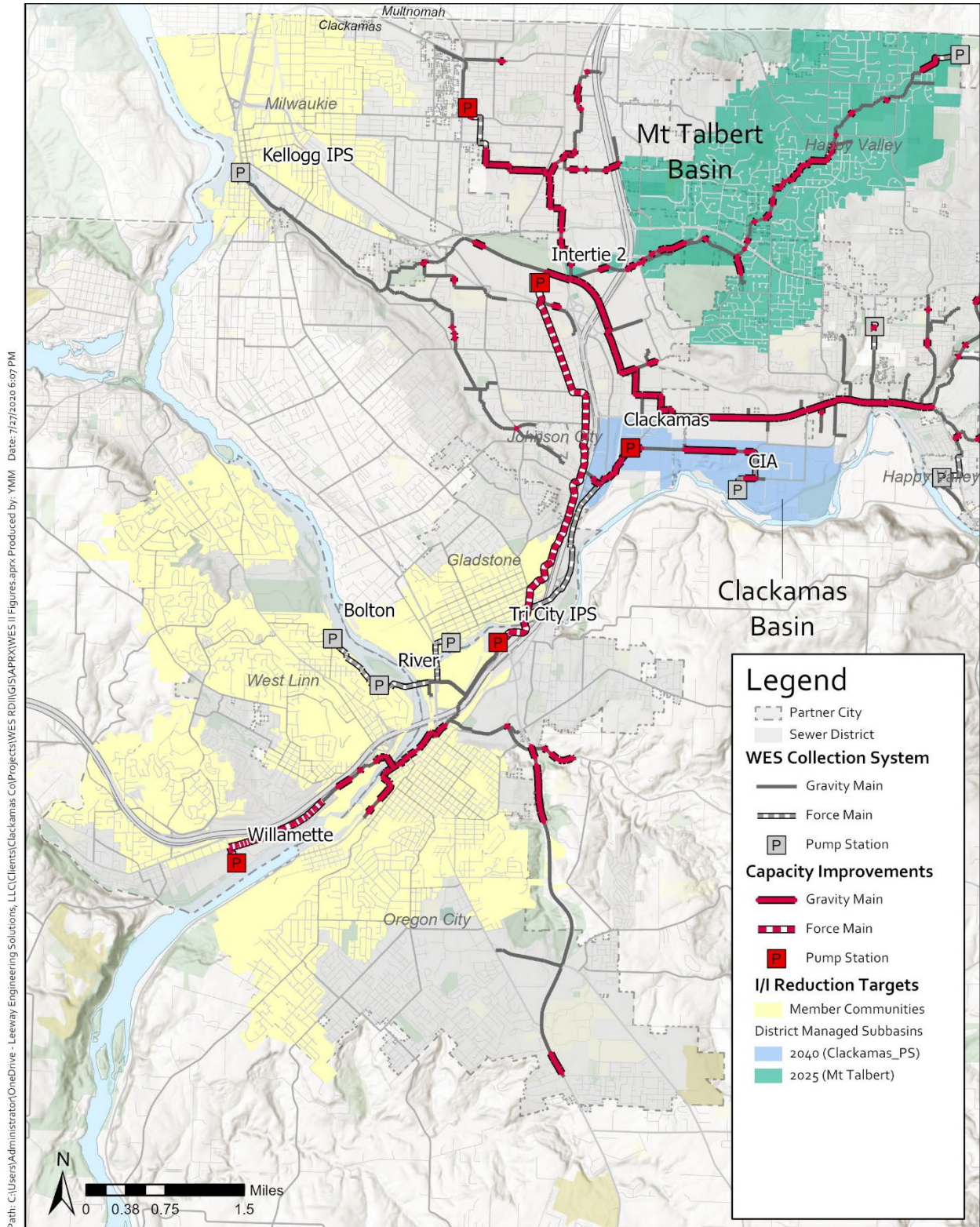


Figure 1. Target Subbasins for the District and Member Cities and Capacity Improvements Given 65% I/I reduction

I/I Project Sequencing

Due to the impacts of the peak wet-weather flows on the downstream infrastructure, WES’s I/I reduction efforts are planned to be implemented according to the schedule shown in Table 2. WES has already begun work in the Mount Talbert basin. Work already initiated includes smoke-testing, stream walks, and CCTV inspections.

WES is also expanding its permanent flow monitoring program which will be used for further refinement of I/I reduction measures. The final phase of the District’s I/I reduction will apply to the Clackamas Basin.

Table 2. Program Components and Schedule by Targeted Completion Year

Project Name	Owner	2025	2030	2035	2040
WES I/I Program (1 subbasin: Mount Talbert)	District	■			
Permanent Flow Monitoring	District	■	■	■	■
WES I/I Program (1 basin: Clackamas)	District				■

References

Jacobs. 2019. Sanitary Sewer System Master Plan for Water Environment Services.

Technical Memorandum

Prepared for: Jessica Rinner, PE
Clackamas Water Environment Services, Clackamas County, Oregon

Project: Infiltration and Inflow Program Support

Author: Yarrow Murphy, PE
Leeway Engineering Solutions

Reviewer: Rob Lee, PE, PMP
Leeway Engineering Solutions

Date: November 9, 2020

Subject: Infiltration and Inflow (I/I) Program Development
City of Oregon City Member Community Program and Summary

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Introduction

Clackamas Water Environment Services (WES) is developing and implementing a regional infiltration and inflow (I/I) program to cost-effectively manage peak flows in the regional wastewater collection system and treatment facilities. This program supports the implementation of the capital improvement program outlined in the *Sanitary Sewer Master Plan* ([SSMP] completed by Jacobs in 2019). As a member city located within WES’s Regional Service Area, the City of Oregon City (City) is implementing I/I abatement as described in this technical memorandum (TM).

This TM describes the City’s program and details the specific requested contributions identified by the City for WES-provided assistance to the City.

SSMP Recommendations

The SSMP found hydraulic capacity deficiencies through the WES service area resulting from high I/I during the 5-year frequency design storm. These capacity deficiencies will increase over time due to several factors, including system expansion and pipe aging and degradation.

The SSMP evaluated alternatives for providing capacity to convey and/or treat peak 2040 flows. The total investment for each alternative included the present worth value of capital costs to reduce I/I, increase capacity to transport remaining flows, and expand treatment capacity and operation and maintenance costs over a 60-year life. The plan recommended the most cost-effective alternative, which included 65-percent I/I reduction in 19 subbasins throughout WES’s service area by 2040.

Oregon City I/I Reduction Efforts and Recommendations

I/I Reduction Target Subbasins

Four of the target 19 subbasins (M05, M08, M10 and M12) are located in Oregon City and are shown in Figure 1. Oregon City’s Sanitary Sewer Master Plan (Brown and Caldwell, 2014) also recommended these basins for rehabilitation. These subbasins and their characteristics are summarized in Table 1.

Table 1. I/I Reduction Target Subbasin Characteristics

Characteristic	M05	M08	M10	M12
I/I Reduction Timeframe	2030	2025	2025	2030
Area (acres)	509	107	70	522
Length of sewer main (linear feet, LF)	118,000	52,000	22,000	113,000
Number of laterals	2,180	300	210	1,920
I/I Rate ¹ (gpad)	15,000	48,000	41,100	20,200
Jurisdiction	Oregon City	Oregon City	Oregon City	Oregon City

¹ I/I rate projected for conditions at the reduction time frame during design storm with 5-year frequency.

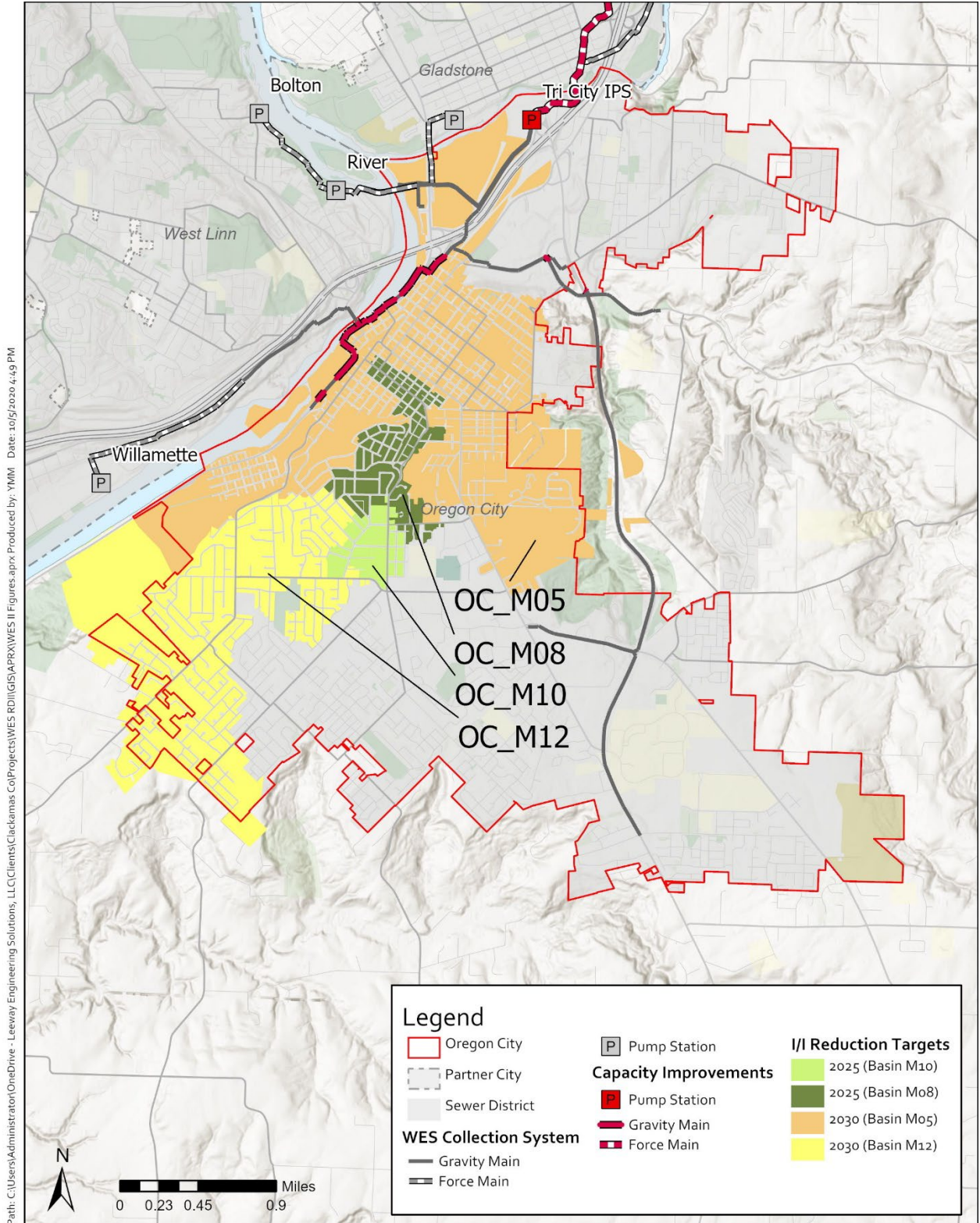


Figure 1. Target Subbasins for Oregon City and Capacity Improvements Required for WES's System Given 65% I/I Reduction

I/I Project Sequencing

Due to the impacts of the peak wet weather flows on the downstream infrastructure, the City’s I/I reduction efforts are planned to be implemented incrementally over the next 10 years, according to the schedule in Table 2. The City has already begun to implement the first phase, which will include I/I reductions in the M08 and M10 subbasins. Work already initiated includes smoke-testing, dye-testing, disconnection of cross-connected inflow sources, and development of a private source I/I policy.

The need for additional I/I reduction within the Oregon City I/I reduction target subbasins will depend on the success of early rehabilitation measures offset by flow increases over time due to system degradation and expansion.

Table 2. Oregon City I/I Reduction Components and Schedule by Targeted Completion Year

Project Name	Owner	2025	2030	2035	2040
Oregon City I/I Program (2 subbasins: M08 and M10)	Oregon City				
Oregon City I/I Program (2 basins: M05 and M12)	Oregon City				

Oregon City I/I Reduction Program Meeting Summary

Recognizing that a successful WES-wide I/I reduction program will require collaboration between WES and its member cities, representatives of WES and the City met on April 21, 2020 for a discussion of what might comprise such a program.

The City has requested the following support from WES for their I/I reduction effort.

- A template for pipe bursting and CIPP lining standard specifications.
- Access to permanent flow metering data.
- Provide/contract flow metering consultant services to do pre- and post-I/I reduction project metering within member community sewer systems.
- Provide/contract flow meter data analysis to identify I/I severity and I/I reduction success.
- Funding to support private lateral rehabilitation. The program is structured to have cost sharing between the private owner and Oregon City. The City requests WES contribute to the individual lateral rehabilitation, in addition cost sharing with the City for its share.
- Provide cost sharing for the private lateral owners with a reduction in their utility bill during the payback period, if the owner is participating in Oregon City’s private lateral rehabilitation program. The payback period is to be determined.

References

Jacobs. 2019. Sanitary Sewer System Master plan for Water Environment Services.

Brown and Caldwell. 2014. City of Oregon City Sanitary Sewer Master Plan.

Technical Memorandum

Prepared for: Jessica Rinner, PE
Clackamas Water Environment Services, Clackamas County, Oregon

Project: Infiltration and Inflow Program Support

Author: Yarrow Murphy, PE
Leeway Engineering Solutions

Reviewer: Rob Lee, PE, PMP
Leeway Engineering Solutions

Date: November 9, 2020

Subject: Infiltration and Inflow (I/I) Program Development
City of Milwaukie Member Community Program and Summary

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Introduction

Clackamas Water Environment Services (WES) is developing and implementing a regional infiltration and inflow (I/I) program to cost-effectively manage peak flows in the regional wastewater collection system and treatment facilities. This program supports the implementation of the capital improvement program outlined in the *Sanitary Sewer Master Plan* ([SSMP] completed by Jacobs in 2019). As a member city located within WES’s Regional Service Area, the City of Milwaukie (City) is implementing I/I abatement as described in this technical memorandum (TM).

This TM describes the City’s program and details the specific requested contributions (if any) identified by the City for WES-provided assistance to the City.

SSMP Recommendations

The SSMP found hydraulic capacity deficiencies through the WES service area resulting from high I/I during the 5-year frequency design storm. These capacity deficiencies will increase over time due to several factors, including system expansion and pipe aging and degradation.

The SSMP evaluated alternatives for providing capacity to convey and/or treat peak 2040 flows. The total investment for each alternative included the present worth value of capital costs to reduce I/I, increase capacity to transport remaining flows, and expand treatment capacity and operation and maintenance costs over a 60-year life. The plan recommended the most cost-effective alternative, which included 65-percent I/I reduction in 19 subbasins throughout WES’s service area by 2040.

Milwaukie I/I Reduction Efforts and Recommendations

I/I Reduction Target Subbasins

One of the target 19 subbasins (Milwaukie Basin) is located in Milwaukie and is shown in Figure 1. The Milwaukie subbasin’s characteristics are summarized in Table 1.

Table 1. I/I Reduction Target Subbasin Characteristics

Characteristic	Milwaukie Subbasin
I/I Reduction Timeframe	2040 ¹
Area (acres)	1,087
Length of sewer main (linear feet, LF)	221,000
Number of laterals	5,850
I/I Rate ² (gpad)	17,100
Jurisdiction	Milwaukie

¹ I/I reduction efforts should begin no later than approximately 2025.

² The I/I rate projected for conditions at the reduction timeframe during design storm with 5-year frequency.

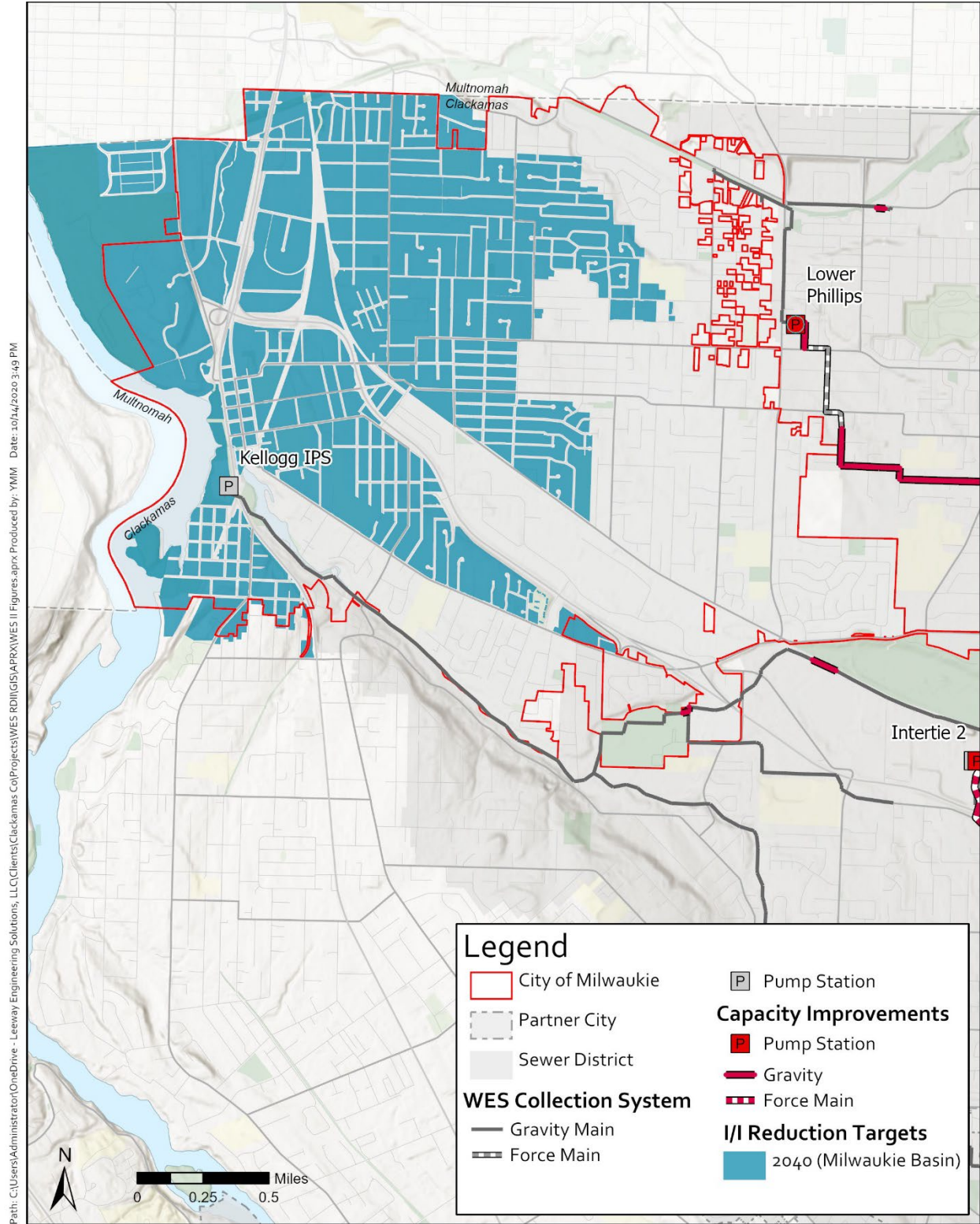


Figure 1. Target Subbasins for Milwaukie and Capacity Improvements Required for WES's System Given 65% I/I Reduction

I/I Project Sequencing

Because of the large size of the Milwaukie Basin and the effects of the peak wet weather flow on the downstream infrastructure, the City’s I/I reduction efforts should begin no later than 2025 and will continue until 2040, as indicated in Table 2. The need for additional I/I reduction within the Milwaukie Subbasin will depend on the success of early rehabilitation measures offset by flow increases over time due to system degradation and expansion.

Table 2. Milwaukie I/I Reduction Program Components and Schedule by Targeted Completion Year

Project Name	2025	2030	2035	2040
Milwaukie I/I Program (1 subbasin: Milwaukie Basin)				

City of Milwaukie I/I Reduction Program Meeting Summary

Recognizing that a successful WES-wide I/I reduction program will require collaboration between WES and its member cities, representatives of WES and the City met on April 22, 2020 for a discussion of what might comprise such a program.

City staff did not make any specific requests for support from WES.

References

Jacobs. 2019. Sanitary Sewer System Master plan for Water Environment Services.



Technical Memorandum

Prepared for: Jessica Rinner, PE
Clackamas Water Environment Services, Clackamas County, Oregon

Project: Infiltration and Inflow Program Support

Author: Yarrow Murphy, PE
LeeWay Engineering Solutions

Reviewer: Rob Lee, PE, PMP
LeeWay Engineering Solutions

Date: November 9, 2020

Subject: Infiltration and Inflow (I/I) Program Development
City of Gladstone Member Community Program and Summary

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Introduction

Clackamas Water Environment Services (WES) is developing and implementing a regional infiltration and inflow (I/I) program to manage peak flows cost-effectively in the regional wastewater collection system and treatment facilities. This program supports the implementation of the capital improvement program outlined in the *Sanitary Sewer Master Plan* ([SSMP] completed by Jacobs in 2019). As a member city located within WES’s Regional Service Area, the City of Gladstone (City) is implementing I/I abatement as described in this technical memorandum (TM).

This TM describes the City’s program and details the specific requested contributions identified by the City for WES-provided assistance to the City.

SSMP Recommendations

The SSMP found hydraulic capacity deficiencies through the WES service area resulting from high I/I during the 5-year frequency design storm. These capacity deficiencies will increase over time due to several factors, including system expansion and pipe aging and degradation.

The SSMP evaluated alternatives for providing capacity to convey and/or treat peak 2040 flows. The total investment for each alternative included the present worth value of capital costs to reduce I/I, increase capacity to transport remaining flows, and expand treatment capacity and operation and maintenance costs over a 60-year life. The plan recommended the most cost-effective alternative, which included 65-percent I/I reduction in 19 subbasins throughout WES’s service area by 2040.

Gladstone I/I Reduction Efforts and Recommendations

I/I Reduction Target Subbasins

Three of the target 19 subbasins (1_1010, 2_20400, and US_1_10100 & DS_2_20400) are located in Gladstone and are shown in Figure 1. The recommendations in WES’s SSMP were consistent with the *City of Gladstone Sanitary Sewer Master Plan*, completed in 2017 by Murray, Smith and Associates. These subbasins and their characteristics are summarized in Table 1.

Table 1. I/I Reduction Target Subbasin Characteristics

Characteristic	1_10100	2_20400	US_1_10100 & DS_2_20400
I/I Reduction Timeframe	2025	2025	2030
Area (acres)	191	201	0.2
Length of sewer main (linear feet, LF)	28,000	38,500	1,584
Number of laterals	709	915	10
I/I Rate ¹ (gpad)	18,900	17,100	23,700
Jurisdiction	Gladstone	Gladstone	Gladstone

¹ I/I rate projected for conditions at the reduction timeframe during design storm with 5-year frequency.

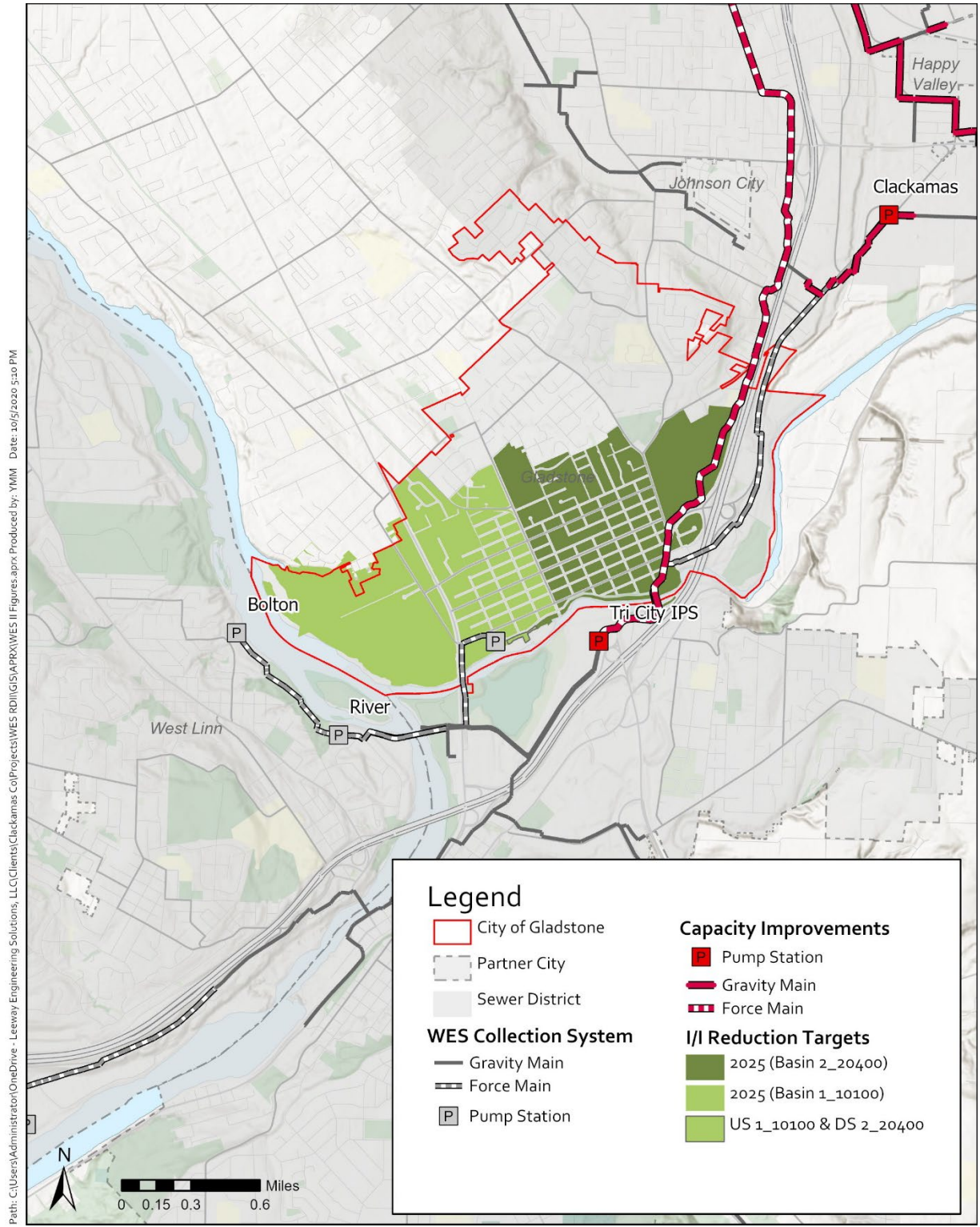


Figure 1. Target Subbasins for Gladstone and WES Capacity Improvements Required Given 65% I/I Reduction

I/I Project Sequencing

Due to the impacts of the peak wet-weather flows on the downstream infrastructure, the City’s I/I reduction efforts are planned to be implemented by 2025 for basins 1_10100 and 2_20400, as indicated in Table 2. The SSMP recommended that the second phase of I/I reduction will include subbasin US 1_10100 & DS 2_20400 with targeted completion date of 2030. However, due to size and efficiencies gained while implementing the I/I reduction efforts in the other two highest priority basins and regulatory requirements from the Oregon Department of Environment Quality, the City is moving forward with accelerating their I/I reductions in all three basins. Work already initiated in the target basins includes smoke testing, CCTV inspection, disconnection of cross connections and development of an I/I abatement plan.

Table 2. Gladstone I/I Reduction Components and Schedule by Targeted Completion Year

Project Name	2025	2030	2035	2040
I/I Program Phase 1 (2020 to 2025)				
2 subbasins: 1_10100, 2_20400				
1 subbasin: US 1_10100 & DS 2_20400 (moved up for efficiency)				

Gladstone I/I Reduction Program Meeting Summary

Recognizing that a successful WES-wide I/I reduction program will require collaboration between WES and its member cities, representatives of WES and the City met on April 23, 2020 for a discussion of what might comprise such a program.

On May 14, the City has requested the following support from WES for their I/I reduction effort:

- Combine field efforts
- RFP templates
- Outreach templates
- Private source I&I code revision template or sample language
- Share Barton PS flow data
- Assist in analyzing master plan data compared to current data to determine improvements
- Post construction analysis

References

Jacobs. 2019. Sanitary Sewer System Master plan for Water Environment Services.

Murray, Smith and Associates. 2017. City of Gladstone Sanitary Sewer Master Plan.

Exhibit B

Form Letter

[Insert Date]

[Insert Name]

[Insert Address]

RE: Regional I/I Reimbursement Program – [Insert Qualified Proposal Title or Description]

Dear _____,

Thank you for the submittal and presentation of your Qualified Proposal to the Technical Advisory Team (“TAT”).

This letter serves as notification that the TAT has approved your project for reimbursement as a part of the Regional I/I Reimbursement Program, in accordance with the terms of the IGA for Regional Inflow and Infiltration Coordination (“IGA”). The total amount of fund reimbursed will be determined in accordance with Section 2 of the IGA.

Please retain a copy of this letter in your records, as you will be required to provide it along with documentation of your expenses when you seek reimbursement from Water Environment Services once your project is complete.

On behalf of WES and all the cities participating in this I/I reduction effort, we appreciate your commitment to addressing this regional issue. Thank you!

Sincerely,

Chair,
Technical Advisory Team

WATER ENVIRONMENT SERVICES TECHNICAL ADVISORY TEAM BYLAWS

The Water Environment Services (“WES”) Technical Advisory Team (“TAT”) is a group of technical experts from WES and its member communities. WES member communities consist of the cities of Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, and West Linn (each a “City” and collectively the “Cities”). The TAT is comprised of WES engineers, City public works directors, and City engineers and technical staff who meet quarterly to share knowledge and collaborate on sanitary sewer infrastructure issues.

1. PURPOSE

The purpose of the WES TAT is to:

- A. Provide a forum for technical staff to collaborate and share knowledge on sanitary sewer related issues;
- B. Provide a forum for coordinating, learning, understanding and gathering input on wastewater plans, and projects; and
- C. Review City proposals for funding under the Regional Inflow and Infiltration Reduction IGA (“Regional I/I IGA”).

2. MISSION

The WES TAT is intended to strengthen WES’ relationships with City technical staff for the purpose of maintaining a strong and cohesive wastewater collection system.

3. DUTIES

- A. TAT members shall review and discuss topics related to the wastewater collection system; and
- B. TAT IGA voting members (defined below) shall review and determine if City proposals for I/I reduction projects qualify for funding under the Regional I/I IGA, and provide a recommendation for WES Director approval.

4. MEMBERSHIP

- A. TAT shall be composed of 7 voting members and unlimited non-voting members.
- B. Membership to include:
 - Voting members:
 - 1 City technical staff member appointed from each City.
 - 1 WES Capital Program member appointed by WES.
 - IGA Voting members:
 - Members whose City is a party to the Regional I/I IGA, who may vote on distribution of WES funding under the IGA.
 - Non-voting members:

- Any City technical staff or designated WES technical staff with interest in wastewater collection and treatment systems, appointed by the City or WES, respectively.
- C. If a voting member is unable to perform the duties of a TAT member, the appointing authority may appoint a replacement by giving notice to the TAT Chair and WES Director in writing.

5. ORGANIZATION AND PROCEDURE

- A. WES' voting member or their designee will be the TAT Chair, whose duties will be to prepare an agenda and lead the meetings. All members are invited to propose agenda items for the meetings.
- B. Regular TAT meetings are to be held once per quarter. Additional meetings may be scheduled as appropriate.
- C. Meetings shall be noticed and conducted in accordance with Oregon Public Meeting Laws.
- D. Unless otherwise covered by these bylaws, all TAT meetings shall be conducted in accordance with Robert's Rules of Order.
- E. For general business, a majority of voting members present at a meeting constitutes a quorum to conduct business. A majority of a quorum is necessary to take formal action.
- F. For the purposes of reviewing City proposals for I/I reduction project funding, a majority of IGA voting members must be present to conduct business. A majority of the IGA voting members present is necessary to take formal action. Only IGA voting members are eligible to participate in a vote regarding I/I reduction project funding.
- G. All meetings are open to the public. WES staff and the TAT determine the means of participation of public observers.
- H. Unless otherwise agreed by the TAT, all TAT meetings will be held in-person at Clackamas County Facilities, virtually, or a combination of the two. The specific location of upcoming meetings will be published with the agenda.
- I. WES or its designee shall maintain records for the TAT.
- J. The TAT shall make its agendas, minutes, reports, findings and recommendations to WES and the Cities through designated team members and WES staff.

6. RECORDS

TAT records are subject to Oregon Public Records Law (ORS Chapter 192). All TAT records are subject to disclosure, except as exempted by the Oregon Public Records Law.

7. AMENDMENTS

These bylaws may be amended. Proposed amendments shall be reviewed by the TAT

and submitted to County Counsel for approval. Upon approval of County Counsel, the proposed amendments shall be approved by the members of the TAT.

DRAFT