



Gregory L. Geist
Director

September 5, 2019

Water Environment Services Board
Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Utility Easement Agreement Between Water Environment Services and Portland General Electric Company, at the Tri City Water Resource Recovery Facility

Purpose/Outcomes	Approval of the Utility Easement between WES and PGE
Dollar Amount and Fiscal Impact	This is a no cost easement and has no fiscal impact.
Funding Source	N/A
Duration	This agreement would not expire
Previous Board Action/Review	None
Counsel Review	This Easement Agreement was reviewed and approved by County Counsel on August 14, 2019.
Strategic Plan Alignment	<ol style="list-style-type: none">1) Build a strong Infrastructure, and ensure safe, healthy, and secure communities.2) Enterprise Resiliency – By January, 2021, WES will have completed the TC WRRF Solids Handling Improvements Project to support the expected 20-year growth horizon.
Contact Person	Jeff Stallard, 503-572-4694
Contract No.	N/A

BACKGROUND:

PGE is the electric utility provider for the Tri-City Water Resource Recovery Facility. As part of the Solids Improvements Project, the primary and secondary power feeds into the facility will receive upgrades. As the design for the power feeds progressed, it was found that no easement exists for PGE’s facilities on our property. Since no easement currently exists, PGE is requiring an easement be granted for their facilities on the Tri-City WRRF property.

RECOMMENDATION:

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the Utility Easement Agreement between Water Environment

Services and Portland General Electric Company, at the Tri City Water Resource Recovery Facility.

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:

- Utility Easement Agreement between Water Environment Services and Portland General Electric Company, at the Tri City Water Resource Recovery Facility



After Recording Please Return To:
Portland General Electric Company
Attn: Property Services
121 SW Salmon Street, RCCB
Portland, Oregon 97204-9951

Grantor's Mailing Address:
Water Environment Services
Development Services Building
150 Beaver Creek Road, Suite 430
Oregon City, OR 97045

(Space above this line for Recorder's use)

Grantor: **Water Environment Services**

Grantee: **Portland General Electric Company**

APN/APN2: 22E20 00503 / 00529814

PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **WATER ENVIRONMENT SERVICES**, an ORS Chapter 190 intergovernmental entity ("**Grantor**") hereby grants, conveys and warrants to **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, and its successors and assigns ("**Grantee**"), a nonexclusive, perpetual easement and right-of-way (the "**Easement**") over, under, upon, through and across the real property situated in Clackamas County, Oregon as further described in Exhibit "A" attached hereto (the "**Property**").

The Easement shall affect an easement area approximately Ten (10) feet in width, extending Five (5) feet on each side of a center line of Grantee's Systems (as defined herein) located as constructed and/or to be constructed on the Property, except to the extent of those portions of the Property, if any, occupied by existing building footings, foundations, aboveground improvements and/or subsurface structures on the effective date hereof (the "**Easement Area**"). As used herein, the term "**Systems**" shall include a variable number of wires, circuits, and all appurtenances, equipment, structures, poles, guys, anchors, transformers, and facilities as Grantee deems necessary or convenient for the operation and maintenance of such Systems and for the purpose of transmission, distribution, and sale of electricity and communication.

Grantee's Rights. Grantee shall have the right to enter upon and use the Easement Area to plan, survey, construct, inspect, operate, maintain, repair, replace, improve, remove, and enlarge the Systems and the right to derive income therefrom, together with all rights, uses, and privileges directly or indirectly necessary or convenient for the full enjoyment, use, and exercise of Grantee's rights under the Easement, doing all such acts or things on the Easement Area, and all works necessary or appurtenances ancillary, including but not limited to, the right to provide, maintain, and protect quality habitat for aquatic, terrestrial, and avian wildlife, and the right of ingress to and egress from, along and upon said Easement Area and over and across the Property and Grantor's adjoining property interests, in connection with or related to all or any portion of the foregoing. Grantee shall have the right to make changes in grade, elevation or contour of the land within the Easement Area, and to cut away and keep clear, prevent the construction or placement, remove, level, and/or dispose of all obstructions, structures, natural features, trees, vegetation and/or undergrowth, on, under, along or above the Easement Area (although Grantee may leave any of the foregoing on the Easement Area), which, in the reasonable judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient use, enjoyment, or exercise of Grantee's rights under the Easement or which is necessary for the protection from fire, natural disaster, terrorism, theft, vandalism, and other similar hazards. All exercise of Grantee's rights must be in accordance with all applicable local, state and federal laws and regulations. No right of Grantee hereunder shall lapse or be waived in the event Grantee fails to use the Easement, or any portion thereof, on a continuous basis. During initial construction of the System and prior to any other activity that may have an adverse impact on the Grantor's ability to provide services (excepting emergency situations), Grantee shall coordinate with Grantor and ensure that no actions by the Grantee will interfere with the safe, continuing provision of wastewater treatment.

Grantor's Use. Grantor shall have the right to use the Easement Area for all purposes, provided that such use is not deemed by Grantee to interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement. If Grantee is required to modify the Easement or relocate the Easement Area or Systems because of any Grantor use of the Property or at the Grantor's request, the cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder, above-ground maintenance of the Property subject to this Easement (excluding the Systems) shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control.

Grantor Representations and Warranties. Grantor represents, covenants, and warrants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee's rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

Grantee Representations and Warranties. Grantee represents, covenants, and warrants to Grantor that Grantee has the power and authority to enter into and perform under this Easement and that this Easement, when executed and delivered, shall be a valid and binding obligation of Grantee enforceable in accordance with its terms.

Required Actions/Necessary Documents. Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action and shall sign all necessary documentation to enable Grantee the full use, enjoyment and benefit of this Easement. **Each of the foregoing shall be without further compensation to Grantor.**

Liabilities. In no event shall either party, be liable to the other party or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related hereto howsoever caused, whether or not arising from either party's sole, joint or concurrent negligence.

Indemnification. Grantee and Grantor shall each indemnify, protect, defend and hold harmless the other, its heirs and assigns (each an "indemnified person") for, from and against claims, liabilities, costs and expenses resulting from any act or omission of the indemnifying party or its agents on or about the Easement. Notwithstanding the foregoing, neither party shall be liable for (and the foregoing indemnity shall not cover) any claim, damage, loss, liability, cost or expense to the extent the same resulted from the negligence or willful misconduct of any indemnified person. Grantor's indemnification obligations under this provision are subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act.

Applicable Law. This Easement shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the County where the Property is located without giving effect to the conflict of law provision thereof.

Entire Agreement. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between Grantee and Grantor relative to the Easement. This Easement may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor. Grantee and Grantor hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement are superseded by this instrument. The consideration acknowledged herein is accepted by Grantor as full compensation for all rights granted Grantee pursuant hereto. This Easement may be executed in counterparts, and such counterparts together shall constitute but one original of the Easement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it. As used herein and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This Easement shall run with the Property and shall be binding on Grantor and shall inure to the benefit of Grantee, and Grantee's successors, and assigns, as well as the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers, and invitees of such persons or entities. The Easement is an in-gross easement and is not appurtenant to any particular property of Grantee.

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the _____ day of _____, 20_____.

GRANTOR:

WATER ENVIRONMENT SERVICES

By: _____
Name: _____
Title: _____

EXHIBIT A
PROPERTY DESCRIPTION

A tract of land in the Hiram Straight D.L.C. #42 in Section 20, T.2 S., R.2 E., Willamette Meridian, in County of Clackamas and State of Oregon, described as follows:

Beginning at the one quarter section corner between Sections 20 and 29, T.2 S., R.2 E., Willamette Meridian, thence North 57°24'33" West 32.02 feet (Called North 58° West 49 links in previous descriptions) to a stone marked "L", which stone marks the northeast corner of the first tract described in that deed to Horace J. Eldriedge, et ux, recorded November 29, 1946, in Book 381, page 223, Deeds; thence tracing the north line of said Eldriedge tract North 84° West 39.25 feet to a point in the westerly boundary of Parcel 3 of amended complaint filed August 7, 1970, in Condemnation Suit No. 73394, State of Oregon v. William O. Moore, et al, and the TRUE PLACE OF BEGINNING of the tract herein described, thence tracing the north boundary of said Eldriedge tract North 84° West 682.65 feet to a point in the westerly line of that right of way and easement for railroad purposes as described in that deed from Corporation of Sisters of Mercy to Oregon Water Power and Railway Company, recorded April 21, 1903, in book 87, page 37, Deed Records; thence tracing said westerly line and its northerly extension northerly 795.37 feet along the arc of a curve left having a radius of 1096.28 feet and a central angle of 41°34'08", the long chord of which bears North 5°29'32" West 778.04 feet to a point of tangent; thence North 26°16'36" West (called N 26°W by a previous document in Book 52, Page 135, Deed Records) 18.82 feet, more or less, to the high water line of the left bank of the Clackamas River; thence tracing said high water line upstream (the following courses and distances inserted for area computation only) North 66°35'29" East 211.50 feet and North 78°31'17" East 235.53 feet and North 71°10'51" East 315.70 feet and North 83°43'22" East 254.07 feet and North 84°14'40" East 252.55 feet to the westerly boundary of that tract of land described in that deed to Mary Himmler recorded in Book 99, Page 259, Deed Records; thence tracing said westerly boundary South 6°06'17" West (called South 6°30' West in prior deed) 215.39 feet to the westerly boundary of Parcel 2 described in Condemnation Suit No. 73394 aforesaid; thence tracing said westerly boundary South 44°45'33" West 50.31 feet to its intersection with the westerly boundary of Parcel 3 aforesaid; thence tracing the westerly boundary of said Parcel 3 the following courses and distances; westerly along the arc of an offset spiral curve, the long chord of which bears South 74°06'37" West 183.50 feet to a point of simple curve; thence southerly

65.71 feet along the arc of a curve left having a radius of 250.99 feet and a central angle of fifteen degrees, the long chord of which bears South 49°02'23" West 65.52 feet to a point of spiral curve; thence along the arc of an offset spiral curve left, the long chord of which bears South 22°09'33" West 228.56 feet; thence South 8°27'48" West 279.64 feet; thence South 9°33'47" West 299.91 feet; thence South 11°30'47" West 21.89 feet to the TRUE PLACE OF BEGINNING, containing 19.179 acres, more or less. Bearings of this description are based upon the northerly line of the aforesaid Horace J. Eldriedge tract, as monumented by marked stones, as defining North 84° West.



Gregory L. Geist
Director

September 5, 2019

Water Environment Services Board
Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Water Environment Services and
Clackamas Community College for Watershed Health Education Field Trips

Purpose/Outcome	Approval of an IGA between Water Environment Services (“WES”) and Clackamas Community College (“CCC”) for Watershed Health Education field trips.
Dollar Amount and Fiscal Impact	The Agreement proposes \$35,700 annually for 3 years, for a total IGA amount of \$107,100. WES has received informal commitment from local municipalities also engaged in watershed education to fund a portion of the IGA totaling approximately \$2,500 annually. WES will seek out additional funding partners in future years.
Funding Source	WES Surface Water Operating fund from approved FY 19/20 budget. No County General Funds.
Duration	IGA will be in effect after both parties sign and will terminate on July 1, 2022.
Previous Board Action/Review	None
Counsel Review	This IGA was reviewed and approved by County Counsel on 8/27/19.
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, WES Environmental Services Manager, 503-742-4581
Contract No.	N/A

BACKGROUND

WES’ Watershed Health Education Program is intended to instruct and motivate people to take action in their daily lives to reduce human impacts on our water resources. Permits also require WES to conduct education programs to protect water quality for public health and the environment. The Clackamas Community College Environmental Learning Center (“ELC”) provides an ideal location to teach concepts of watershed science and health to students. ELC staff have the skills to develop curricula and teach them, making them an ideal partner for this program.

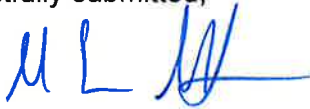
WES requests the approval of an Intergovernmental Agreement with Clackamas Community College to develop curriculum and provide watershed health-related educational field trips for school-aged children to the college’s ELC, recruit schools from WES’ service district and partner jurisdictions to participate, deliver the programs, and work with WES to provide internships to CCC

Students. The agreement also includes recognition of WES as a sponsor in one of CCC's new Ecology Professional Trainings.

RECOMMENDATION

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the IGA between Water Environment Services and Clackamas Community College.

Respectfully submitted,



Greg Geist, Director
Water Environment Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WATER ENVIRONMENT SERVICES
AND CLACKAMAS COMMUNITY COLLEGE**

THIS AGREEMENT (this "Agreement") is entered into and between **Water Environment Services** ("District"), a political subdivision of the State of Oregon, and **Clackamas Community College** ("Agency"), a political subdivision of the State of Oregon, 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.

Water Environment Services ("District"), has identified the need for watershed health education support throughout the surface water areas it serves. As our population grows and becomes more urbanized, our already-impacted water resources face increasing pressure and are at risk of increased degradation. When customers are motivated, they can help us both by supporting our programs and by the actions they take in their daily lives. Motivating them to do so will take a concerted effort that includes education, inspiration, and facilitating their actions. The Watershed Health Education Program ("WHEP") is intended to instruct and motivate these behaviors among District customers. Student education is one component of the WHEP focused on the school-aged audience, which requires a teaching approach such that students understand the interrelated elements of systems from ecological, economic, and community perspectives. In addition, the District is required by permits to conduct education programs to protect water quality for public health and the environment. The goal of the WHEP is to develop a community that is aware of, and cares about, watershed health and the associated effects of human activity, including K-12 students. Customers need the knowledge, skills, attitudes, motivations, and commitment to work toward reducing impacts on water resources.

The Clackamas Community College Environmental Learning Center ("ELC") provides hands-on educational programming and field trips with similar goals and is an ideal location to teach the concepts of watershed science. In addition, ELC staff have both the technical and teaching skills needed to develop curricula and to teach these concepts. Therefore, a partnership between District and the ELC is proposed to develop and implement an educational program that will meet District's needs.

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

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or July 1, 2022, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

3. **Consideration.** The District agrees to pay Agency, from available and authorized funds, a sum not to exceed one-hundred seven thousand one hundred dollars (\$107,100) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit quarterly invoices for Work performed and shall include the total amount billed to date by the Agency 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. Payments shall be made to Agency following the District's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth above. Invoices may include upfront billing for internship program and professional training sponsorships.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to District that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *District Representations and Warranties:* District represents and warrants to Agency that District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
 - A. Either the District or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 - B. Either the District or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - C. The District or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- D. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, 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 the Agency is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Agency, its subcontractors, agents, or employees. The Agency agrees to indemnify, hold harmless and defend District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Agency or the Agency's employees, subcontractors, or agents. Agency shall not be required to indemnify District or County for any such liability arising out of wrongful acts of the District or County, their officers, elected officials, agents, employees or volunteers.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of District or County or any department of County, nor purport to act as legal representative of District or County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for District or County, nor shall Agency settle any claim on behalf of District or County without the approval of the Clackamas County Counsel's Office. District may, at its election and expense, assume its own defense and settlement.

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

- A. Gail Shaloum or their designee will act as liaison for the District.

Contact Information:

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

- Renee Harber or their designee will act as liaison for the Agency.

Contact Information:

Renee Harber, ELC Program Director
Clackamas Community College
19600 Molalla Ave.
Oregon City, OR 97045
(503) 594-3015
rharber@clackamas.edu

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of District and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between District and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not

preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** Agency 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. Agency 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, Agency shall permit the District's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** Agency retains all rights to any intellectual property owned by Agency and developed independently from the Work or expressly identified as Agency intellectual property in this Agreement. Specifically, the deliverables set forth in Work Task 2 "Curriculum Development," as described in Exhibit A, shall be the exclusive property of the Agency. Agency hereby grants to District a non-exclusive, perpetual, royalty-free license to use, reproduce, distribute copies of, perform and display the materials during the term of this Agreement and exclusively for the purposes set forth in this Agreement. All other work performed under this Agreement not covered under the provisions above shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement not considered Agency intellectual property described above. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District's Project Manager.
- 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 either Party unless in

writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Agency shall not 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 District, which shall be granted or denied in the District's sole discretion. District's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (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.
- 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.** Agency agrees that time is of the essence in the performance this Agreement.

- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- S. **Force Majeure.** Neither Agency nor District shall be held responsible for delay or default caused by events outside of the Agency or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

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

- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

Water Environment Services

Clackamas Community College

Chair, Board of County Commissioners



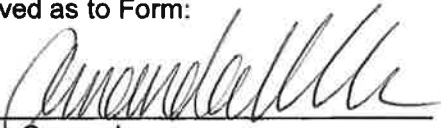
Alissa Mahar, Vice President of College Services

Date

8-20-19

Date

Approved as to Form:



County Counsel

8/27/19

Date

Exhibit A
SCOPE OF WORK

Water Environment Services Education Provided by the Environmental Learning Center

The Environmental Learning Center (ELC) proposes to provide the following educational programs for Water Environment Services. Programs that are provided for WES will be recognized as such on the ELC website and in any related marketing materials. Also, as part of our continuous improvement efforts, we regularly collect evaluations of programming, and summaries of any effectiveness evaluations will be shared with WES.

Invoicing:

- ELC will bill WES quarterly for completed curriculum development and field trip delivery. ELC will provide a progress report meeting the IGA terms, summarizing the work completed with each invoice.
- ELC will pay for teachers' busing expenses and bill WES on a quarterly basis plus an administrative fee.
- WES will pay the ELC an annual fee at the start of the fiscal year (July) for fostering internship connections between CCC and WES.
- WES will pay up front any desired sponsorship of Ecology Professional Trainings, prior to receiving any of those sponsorship benefits.

Scope of Work

Task 1: Program Management

This includes all activities needed to administer the programs in this agreement. The ELC will track expenses, coordinate scheduling and registration, purchase supplies, update its website with program offerings, and prepare and send invoices and progress reports.

Deliverables: Website updates; Invoices & Progress Reports sent quarterly

Task 2: Curriculum Development

ELC staff will research existing curricula and either modify them, or develop new curricula for the new field trips and trainings as noted below. This will include development of supplementary educational materials.

Deliverables: Curriculum for four new field trips for K-12 children; Curriculum for Stormwater Facility Management training for professionals

Task 3: Program Marketing

Field Trips: The ELC will develop marketing materials, contact schools, explain the field trip opportunities and their benefits, and coordinate with school staff to schedule the field trips. The ELC will work with WES to identify priority schools in WES' service area. In addition, the ELC will attempt to schedule three to four classes from the Gladstone School District, and six to seven classes from schools in the Oak Lodge Water Services District (OLWSD), if OLWSD joins as a partner. WES will collect funds from Gladstone and OLWSD under a separate IGA, so the ELC will only need to bill WES.

Stormwater Facility Management: The ELC will develop marketing materials, and reach out to potential landscape and public works audiences through a variety of methods. WES will be considered a co-sponsor for this workshop.

Deliverables: Marketing materials & outreach efforts

Task 4: Program Delivery

The ELC will provide approximately 40 field trips (for about 48 classes total) for K-12 schools in the WES, Gladstone and OLWSD service areas as outlined above, and one stormwater facility management training for professionals.

Deliverables: 40 K-12 field trips; One Stormwater Facility Management training

Task 5: Internships

ELC staff will develop a standardized system for ongoing recruitment of interns for WES opportunities, and develop promotional materials in consultation with WES staff. ELC will conduct outreach to students and faculty to encourage application for these internships.

Deliverables: Promotional materials; Outreach efforts; Referral of intern candidates to WES

Task 6: Sponsorship

ELC will recognize WES as a sponsor of Ecology Professional Trainings in the following ways: acknowledgement in our newsletter, acknowledgement on our website for one academic year, and a WES employee will receive one free day of training at an ELC professional workshop. In addition, for one professional workshop of WES' choosing, 1) WES's logo will be displayed on marketing materials and the welcoming slide at the workshop, 2) WES will be acknowledged on a thanks to our sponsors sign, and 3) WES materials may be displayed on a Resource table.

Deliverables: ELC newsletter, website and workshop acknowledgment

Field Trip Programs

The Environmental Learning Center currently offers field trips for K-5 students on a variety of topics, with the goal of enriching student learning through their engagement with nature. In addition to these current offerings, the ELC proposes to create and host new field trips that align with WES's education program goals. All field trips will be structured to meet specific Next Generation Science Standards (NGSS). Students will be provided opportunities to explore, interact with, measure and create within the lush outdoor surroundings of the Environmental Learning Center, which contains both forest and wetland habitat. The variety of habitat present allows us to teach about interdependent relationships in ecosystems, water quality and stormwater management.

Our recently restored wetland, fed by underground springs and stormwater runoff from the Oregon City campus, provides critical habitat for wildlife and water quality improvement, making it the ideal location to study wetland habitat. And, as the headwaters to Newell Creek, it's also the perfect venue for watershed discussions.

Field trip offerings will include:



New Field Trip: Whose Watershed Is It? (*final title will develop out of curriculum*)

Grade Levels: K-2

Length: 2.5 hrs

Location: Environmental Learning Center

NGSS Standards Alignment: (K) Human Impacts on Earth Systems-making choices to reduce impact, (2) Shapes & kinds of land/bodies of water in an area, (K-2) Engineering Design; *K-2.ED, K-ESS2, K-ESS3, 2-ESS2-2*

Essential Question: What behaviors influence the health of our watershed?

This field trip will explore the following (details subject to change):

- Definition of a watershed & where our water comes from
- How humans impact water quality
- Defining a problem (e.g. dog poo or other pollutant)
- Creating or testing solutions/or Communicating solutions - this will have to be determined in the curriculum design process, as it depends on the amount of time available, and how engaging the activities can be. The goal is to engage kids with the outdoors as much as possible.

Approach:

- Delivery to up to 15 WES service area classes annually (up to 30 students each)
- Existing curriculum will be sought out and used when possible; modifications will be necessary to suit ELC location and to incorporate *The River Starts Here*, or other WES approved messaging.



New Field Trip: Watershed Wise (*final title will develop out of curriculum*)

Grade Levels: 3-5

Length: 2.5 hrs

Location: Environmental Learning Center

NGSS Standards Alignment: (3) Natural Hazards & steps to reduce their impacts, (4) Interpreting Earth features from maps, (5) Human Impacts on Earth Systems-ways to protect earth resources and environments; *3-ESS3-1, 4-ESS2-2, 5-ESS3-1*

Essential Questions: What land formations make up a watershed? How might humans impact the movement and quality of water in a watershed?

This field trip will explore the following (details subject to change):

- What is a watershed – exploration of patterns on the earth, and experience the concept that water flows towards and collects at the lowest point
- Human impacts on our water system/environment
- The role of wetlands in reducing the impact of floods (natural disasters) & how humans impact this by either removing or constructing wetlands
- The role of wetlands in improving water quality

Approach:

- Delivery to up to 15 WES service area classes annually (up to 30 students each)
- Existing curriculum will be sought out and used when possible; modifications will be necessary to suit ELC location and to incorporate *The River Starts Here*, or other WES approved messaging.



Existing Field Trip (currently under development): Water Quality Community Science Lab

Grade Levels: 6-8

Length: 3 hrs

Location: Environmental Learning Center

NGSS Standards Alignment: (6) Monitoring & minimizing human impact on environment, (7) Data interpretation related to how changes in an ecosystem affect populations, (8) Using evidence to construct a statement on how humans impact earth's systems; *MS-ESS3-3, MS-LS2-1, MS-LS2-4, MS-ESS3-4*

Essential Question: How is water quality impacted by the built environment and our daily actions?

Approach:

- Delivery of 2 events annually for schools in WES's service area (up to 150 students each).
- This field trip will focus on factors that influence water quality, functioning of the wetland channel and why it's important to the water quality of Newell Creek, and tools for water quality assessment. Students will gather data on-site for parameters such as water temperature, dissolved oxygen, transparency and macroinvertebrates. As community scientists, they will upload the data to an online site, so they will be able to summarize the data, and also work with previous data, tracking changes to the water quality over time.



New Field Trip: Advancing Watershed Health: Stormwater Management

Grade Levels: 9-12

Length: 1-2 hrs

Location: Clackamas Community College

NGSS Standards Alignment: Resource availability influences human activity, Technological solutions for reducing human impacts on natural systems, Evaluation of a complex real-world problem; *HS-ESS3-1, HS-ESS3-4, HS-ETS1-3*

Essential Question: How do stormwater facilities function, particularly in terms of mitigating human impacts on water quality in the watershed?

Approach:

- Delivery to 5 classes annually in WES's service area (up to 30 students each)
- Faculty from our Water & Environmental Technology (WET) program will lead students on a tour of stormwater management facilities on campus, discussing how they work and why they are important to the health of our watershed.



New Field Trip: Water Industry Career Exploration

Grade Levels: 6-8 & 9-12

Length: 2 hrs

Location: Environmental Learning Center

Essential Questions: What types of jobs exist in water technology? What types of skills and training are needed for these positions?

- Delivery to 3 AVID (Advancement Via Individual Determination) groups annually from schools in WES's service area (up to 30 students each)
- AVID is a college readiness program designed to help students develop the skills needed for success in college and careers. Career exploration is an important part of this program.
- These events will introduce middle and high school students to water quality/treatment careers via engagement with WES staff (and potentially other agencies who may decide to participate in this program).

Internship Connections

- ELC staff will develop a standardized system for ongoing recruitment of interns for WES opportunities, and develop promotion materials in consultation with WES staff.
- ELC staff will reach out to students and faculty to encourage application for these internships.
- WES will provide job descriptions for internship opportunities.
- WES will provide the application form.
- WES will screen all applications, interview candidates and hire as desired.

Professional Programs



New Program: Stormwater Facility Management

Audience: Landscape professionals, Parks maintenance, Public utilities staff, etc.

Length: 2 days

Location: Environmental Learning Center

- Delivery of program once per year.
- About half will be in the classroom, and half focused on visiting and evaluating the variety of stormwater facilities that are located on the CCC campus.
- CCC Water & Environmental Technology & WES staff would co-lead the training (possibly with NCAP or other partners), with the expectation that WES staff would lead the hands-on portion.
- WES would be listed as a co-sponsor for the program.
- Continuing Education Units available.
- Potential to turn this into a non-credit certificate program.



New Programs for Potential Sponsorship: Ecology Professional Trainings

Audience: Wetland/River scientists or engineers, Fish & Wildlife biologists, Construction managers, Environmental lawyers, etc.

Length: varies from 1-2 days

Location: Environmental Learning Center, and others off-site

- The Environmental Learning Center is offering a variety of trainings designed to support the continuing education needs of professionals who work in positions connected with environmental health. Several trainings will be offered each year on topics that have been determined to be in-demand, with a focus on providing hands-on field experience whenever possible. Sponsorship dollars will provide a means for offering reduced pricing for college students and others who lack the ability to pay full price, as well as for supporting the overall education program.
- Examples of upcoming trainings that we are currently planning: Wetland Plant ID, Field ID of Fish in the Willamette Valley, Wetland Restoration Overview, Stream-Health Survey Methodology, Field ID of Macroinvertebrates, Erosion Control, Field ID of Small Aquatic Vertebrates, Watershed Health Report Cards.
- Sponsorship is available at several levels (see attached).

Qualifications

Program Lead: Renee Harber, PhD; Program Director, Environmental Learning Center

Renee has worked in education for almost 19 years (1 year at high school, and the rest at community college). Prior to working for the ELC, she served as department chair/faculty for the Horticulture Dept. at CCC, where she taught a variety of classes, and oversaw administrative functions in the department, which included curriculum development, personnel, budget, and creation of the new Arboriculture program. She was hired to rebuild the education program at the ELC in 2017.

K-8 Field Trip Instructors & Curriculum Developers:

Instructors will be chosen from a pool of qualified part-time instructors with outdoor education experience, for example:

- Sarah Bidwell: MS in Resource Management/Environmental Education & Interpretation
- Lauren Hull: MS in Geography, Certified Master Naturalist, Play-based education training
- Clare McClellan: BS in Environmental Studies
- Michelle Scholz: MS in Teaching, BS in Zoology

HS Field Trip Instructor: Jim Nurmi, PhD; Faculty, Water Environmental & Technology at CCC

Jim has taught numerous courses related to water quality at CCC, including: Environmental Chemistry, Waterworks Operations, and Aquatic Microbiology. Before coming to CCC, he worked in research at OHSU, and has experience leading a water chemistry summer camp for middle school aged children. Jim's doctoral thesis in Environmental Science & Engineering evaluated the electrochemical properties of natural organic matter.

Stormwater Facility Instructor: Matt LaForce, PhD; Department Chair/Faculty, Water & Environmental Technology at CCC

Matt has taught numerous courses related to water quality at CCC, including: Contaminant Hydrogeology, Hydrogeology, Environmental Geology, Mathematics For Water and Wastewater Operation, Soil Science, Water and Wastewater Operations, Environmental Chemistry, and Aquatic Microbiology. Matt's doctoral thesis in Soil Chemistry evaluated the cycling of metals in mining-impacted wetlands.

Timeline

Activity	Start Date	Completion Date
Develop curriculum & materials for Stormwater Facility Management training	Jul 2019	Dec 2019
Develop system for managing bus expenses	Aug 2019	Nov 2019
Develop a plan and materials for encouraging CCC student internships at WES	Aug 2019	Sep 2019
Marketing of grades 6-8 field trips	Aug 2019	Sep 2019
Develop curriculum & materials for grades K-2 watershed field trip	Sep 2019	Feb 2020
Develop curriculum & materials for grades 3-5 watershed field trip	Sep 2019	Feb 2020
Delivery of grades 6-8 field trips	Sep 2019	ongoing
Update ELC website with program information	Oct 2019	ongoing
Marketing of Stormwater Facility training	Nov 2019	Training date
Develop program for Water Industry Career Exploration field trip	Nov 2019	Jan 2020
Marketing Water Industry Career field trip	Jan 2020	Feb 2020
Marketing of grades K-5 field trips	Jan 2020	Mar 2020
Internship outreach to CCC students & faculty	Feb 2020	throughout school year
Delivery of Stormwater Facility Management training	Winter/Spring 2020	annually
Delivery of Water Industry Career Exploration field trip	Mar 2020	ongoing
Delivery of grades K-5 field trips	Apr 2020	ongoing
Marketing of grades 9-12 field trips	Aug 2020	Sep 2020
Develop curriculum & materials for grades 9-12 watershed/stormwater field trip	Jul 2020	Sep 2020
Delivery of grades 9-12 field trips	Oct 2020	ongoing

Annual Estimated Budget

Program	Description	Cost
Busing Support for Teachers (42 buses)	The cost for a bus varies based on distance traveled, and probably by school district, so this is a very rough estimate; also, the number of buses could be reduced if a school sent 2 classes on one bus.	\$12,500
New Field Trip: <i>Whose Watershed Is It?</i> (gr. K-2, 2.5 hrs)	Curriculum development	\$1500
	Field Trip delivery (to up to 15 classes of up to 30 students)	\$4500
New Field Trip: <i>Watershed Wise</i> (gr. 3-5, 2.5 hrs)	Curriculum development	\$1500
	Field Trip delivery (to up to 15 classes of up to 30 students)	\$4500
Existing Field Trip: <i>Water Quality Citizen Science Lab</i> (gr. 6-8, 3 hrs)	Field Trip delivery (to 2 groups of 60-150 students)	\$3000
New Field Trip: <i>Advancing Watershed Health: Stormwater Management</i> (gr. 9-12, 2 hrs)	Curriculum development	\$500
	Field Trip delivery (to 5 classes of up to 30 students)	\$1000
New Field Trip: <i>Water Industry Career Exploration</i> (gr. 6-8 & 9-12)	Program development	\$800
	Field Trip delivery (to 5 classes of up to 30 students)	\$1200
Fostering Internship Connections	Annual expense	\$1000
New Program: Stormwater Facility Management (2 days, CEUs, potential non-credit certificate)	½ Curriculum development	\$1600
	Program delivery annually-WES staff leads about ½ of training	\$0
	Organization, marketing & materials partial support from WES	\$1600
Sponsorship of New Programs: Ecology Professional Trainings (varied topics & duration, CEUs)	Sponsorship to be determined	\$500
	TOTAL	\$35,700



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Carollo Engineers, Inc. for the
Willamette Facilities Plan

Purpose/Outcomes	Execution of the contract between Water Environment Services and Carollo Engineers, Inc. for the Willamette Facilities Plan.
Dollar Amount and Fiscal Impact	The contract amount is not to exceed \$1,670,788.00.
Funding Source	WES funds 631-01-20050-431340-W630482
Duration	Contract execution through June 30, 2021.
Previous Board Action	None.
Strategic Plan Assignment	This project aligns with the following WES initiatives: <ul style="list-style-type: none"> - WES will utilize a Risk-based Asset Management Plan so that asset renewal and replacement decisions for assets will be made based on a risk-to-cost decision matrix. - By June 30, 2020, develop a 20 – year Capital Improvement Plan that will estimate cost and schedule for all major investments necessary for that time period.
Counsel Review	August 28, 2019
Contact Person	Lynne Chicoine, WES Tech Division Manager, 503-742-4559

BACKGROUND:

The goal of the Willamette Facilities Plan is to develop a 20-year capital plan that identifies improvements to the District’s Kellogg Creek and Tri-Cities facilities and associated conveyance infrastructure to provide the best value to WES ratepayers by maximizing the use of existing infrastructure and optimizing system operation while continuing to protect water quality and human health and support economic development.

The facilities plan will include a detailed condition assessment of the Tri-City and Kellogg WRRFs; completion of our asset management data base for the facilities; an analysis of current and future regulatory requirements; development and evaluation of intra- and inter-facility treatment alternatives; a recommended approach and implementation plan. The project deliverables will include a comprehensive Willamette Facilities Plan (WFP) and separate facilities plans for each of the two treatment facilities, the Kellogg and Tri-City WRRFs. Each plan will effectively communicate the planning process and resulting recommended plan to stake holders. This plan, in conjunction with the previously completed Collection System Master Plan, Hoodland Master Plan and Boring and Fischer Forest Park Plans complete a comprehensive 20-year capital plan to address condition and growth needs.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on February 25, 2019. Proposals were opened on March 28, 2019. The District received four (4) Proposals: Black &

Veatch Corporation, Carollo Engineers, Inc., HDR Engineering, Inc., and Jacobs. Upon evaluation of the submitted proposals, the Evaluation Committee recommended interviewing the top two proposers, Carollo Engineers, Inc. and Jacobs. Upon completion of the interviews, Carollo Engineers, Inc. was the highest ranking proposer and the evaluation committee recommended a contract be awarded. Following award, the Project Manager entered into negotiations with Carollo Engineers, Inc. and developed a final statement of work along with final billing rates and a contract total value.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract between Water Environment Services and Carllo Engineers, Inc. for the Willamete Facilities Plan.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the BCC Agenda _____ by Procurement.



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #1792**

This Personal Services Contract (this “Contract”) is entered into between **Carollo Engineers, Inc.** (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2021.
- 2. Scope of Work.** Contractor shall provide the following personal services: **#2019-08 Willamette Facilities Plan** (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one million six hundred seventy thousand seven hundred eighty-eight dollars (\$1,670,788.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. 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. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Lynne Chicoine.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and District Contacts.

Contractor	District
Administrator: Brian Matson Phone: 503-227-1885 Email: bmatson@carollo.com	Administrator: Lynne Chicoine Phone: 503-742-4559 Email: lchicoine@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend Clackamas County and the District, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors,

omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or any department of District, nor purport to act as legal representative of District or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for District, nor shall Contractor settle any claim on behalf of District without the approval of the Clackamas County Counsel's Office. District may, at its election and expense, assume its own defense and settlement.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract

Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (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.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of District. District and Contractor intend that such Work Product be deemed “work made for hire” of which District shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only. If this Contract is terminated prior to completion, and the District is not in default, District, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by 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. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that

the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the District for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District. Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor 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 Contract.

25. WAIVER. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
- g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signature page to follow.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Carollo Engineers, Inc.

Water Environment Services

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

705854-93

Oregon Business Registry #

Approved as to Form:

FBC/Delaware

Entity Type / State of Formation

County Counsel

Date

**EXHIBIT A
SCOPE OF WORK
WILLAMETTE FACILITIES PLAN**

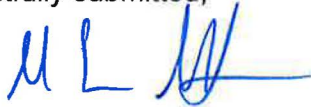
**EXHIBIT B
FEE SCHEDULE**

Students. The agreement also includes recognition of WES as a sponsor in one of CCC's new Ecology Professional Trainings.

RECOMMENDATION

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the IGA between Water Environment Services and Clackamas Community College.

Respectfully submitted,



Greg Geist, Director
Water Environment Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WATER ENVIRONMENT SERVICES
AND CLACKAMAS COMMUNITY COLLEGE**

THIS AGREEMENT (this "Agreement") is entered into and between **Water Environment Services** ("District"), a political subdivision of the State of Oregon, and **Clackamas Community College** ("Agency"), a political subdivision of the State of Oregon, 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.

Water Environment Services ("District"), has identified the need for watershed health education support throughout the surface water areas it serves. As our population grows and becomes more urbanized, our already-impacted water resources face increasing pressure and are at risk of increased degradation. When customers are motivated, they can help us both by supporting our programs and by the actions they take in their daily lives. Motivating them to do so will take a concerted effort that includes education, inspiration, and facilitating their actions. The Watershed Health Education Program ("WHEP") is intended to instruct and motivate these behaviors among District customers. Student education is one component of the WHEP focused on the school-aged audience, which requires a teaching approach such that students understand the interrelated elements of systems from ecological, economic, and community perspectives. In addition, the District is required by permits to conduct education programs to protect water quality for public health and the environment. The goal of the WHEP is to develop a community that is aware of, and cares about, watershed health and the associated effects of human activity, including K-12 students. Customers need the knowledge, skills, attitudes, motivations, and commitment to work toward reducing impacts on water resources.

The Clackamas Community College Environmental Learning Center ("ELC") provides hands-on educational programming and field trips with similar goals and is an ideal location to teach the concepts of watershed science. In addition, ELC staff have both the technical and teaching skills needed to develop curricula and to teach these concepts. Therefore, a partnership between District and the ELC is proposed to develop and implement an educational program that will meet District's needs.

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

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or July 1, 2022, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

3. **Consideration.** The District agrees to pay Agency, from available and authorized funds, a sum not to exceed one-hundred seven thousand one hundred dollars (\$107,100) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit quarterly invoices for Work performed and shall include the total amount billed to date by the Agency 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. Payments shall be made to Agency following the District's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth above. Invoices may include upfront billing for internship program and professional training sponsorships.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to District that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *District Representations and Warranties:* District represents and warrants to Agency that District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
 - A. Either the District or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 - B. Either the District or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - C. The District or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- D. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, 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 the Agency is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Agency, its subcontractors, agents, or employees. The Agency agrees to indemnify, hold harmless and defend District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Agency or the Agency's employees, subcontractors, or agents. Agency shall not be required to indemnify District or County for any such liability arising out of wrongful acts of the District or County, their officers, elected officials, agents, employees or volunteers.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of District or County or any department of County, nor purport to act as legal representative of District or County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for District or County, nor shall Agency settle any claim on behalf of District or County without the approval of the Clackamas County Counsel's Office. District may, at its election and expense, assume its own defense and settlement.

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

- A. Gail Shaloum or their designee will act as liaison for the District.

Contact Information:

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

- Renee Harber or their designee will act as liaison for the Agency.

Contact Information:

Renee Harber, ELC Program Director
Clackamas Community College
19600 Molalla Ave.
Oregon City, OR 97045
(503) 594-3015
rharber@clackamas.edu

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of District and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between District and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not

preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** Agency 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. Agency 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, Agency shall permit the District's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** Agency retains all rights to any intellectual property owned by Agency and developed independently from the Work or expressly identified as Agency intellectual property in this Agreement. Specifically, the deliverables set forth in Work Task 2 "Curriculum Development," as described in Exhibit A, shall be the exclusive property of the Agency. Agency hereby grants to District a non-exclusive, perpetual, royalty-free license to use, reproduce, distribute copies of, perform and display the materials during the term of this Agreement and exclusively for the purposes set forth in this Agreement. All other work performed under this Agreement not covered under the provisions above shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement not considered Agency intellectual property described above. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District's Project Manager.
- 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 either Party unless in

writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Agency shall not 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 District, which shall be granted or denied in the District's sole discretion. District's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (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.
- 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.** Agency agrees that time is of the essence in the performance this Agreement.

- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- S. **Force Majeure.** Neither Agency nor District shall be held responsible for delay or default caused by events outside of the Agency or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

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

- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

Water Environment Services

Clackamas Community College

Chair, Board of County Commissioners



Alissa Mahar, Vice President of College Services

Date

8-20-19

Date

Approved as to Form:

Amanda Kelle

County Counsel

8/27/19

Date

Exhibit A
SCOPE OF WORK

Water Environment Services Education Provided by the Environmental Learning Center

The Environmental Learning Center (ELC) proposes to provide the following educational programs for Water Environment Services. Programs that are provided for WES will be recognized as such on the ELC website and in any related marketing materials. Also, as part of our continuous improvement efforts, we regularly collect evaluations of programming, and summaries of any effectiveness evaluations will be shared with WES.

Invoicing:

- ELC will bill WES quarterly for completed curriculum development and field trip delivery. ELC will provide a progress report meeting the IGA terms, summarizing the work completed with each invoice.
- ELC will pay for teachers' busing expenses and bill WES on a quarterly basis plus an administrative fee.
- WES will pay the ELC an annual fee at the start of the fiscal year (July) for fostering internship connections between CCC and WES.
- WES will pay up front any desired sponsorship of Ecology Professional Trainings, prior to receiving any of those sponsorship benefits.

Scope of Work

Task 1: Program Management

This includes all activities needed to administer the programs in this agreement. The ELC will track expenses, coordinate scheduling and registration, purchase supplies, update its website with program offerings, and prepare and send invoices and progress reports.

Deliverables: Website updates; Invoices & Progress Reports sent quarterly

Task 2: Curriculum Development

ELC staff will research existing curricula and either modify them, or develop new curricula for the new field trips and trainings as noted below. This will include development of supplementary educational materials.

Deliverables: Curriculum for four new field trips for K-12 children; Curriculum for Stormwater Facility Management training for professionals

Task 3: Program Marketing

Field Trips: The ELC will develop marketing materials, contact schools, explain the field trip opportunities and their benefits, and coordinate with school staff to schedule the field trips. The ELC will work with WES to identify priority schools in WES' service area. In addition, the ELC will attempt to schedule three to four classes from the Gladstone School District, and six to seven classes from schools in the Oak Lodge Water Services District (OLWSD), if OLWSD joins as a partner. WES will collect funds from Gladstone and OLWSD under a separate IGA, so the ELC will only need to bill WES.

Stormwater Facility Management: The ELC will develop marketing materials, and reach out to potential landscape and public works audiences through a variety of methods. WES will be considered a co-sponsor for this workshop.

Deliverables: Marketing materials & outreach efforts

Task 4: Program Delivery

The ELC will provide approximately 40 field trips (for about 48 classes total) for K-12 schools in the WES, Gladstone and OLWSD service areas as outlined above, and one stormwater facility management training for professionals.

Deliverables: 40 K-12 field trips; One Stormwater Facility Management training

Task 5: Internships

ELC staff will develop a standardized system for ongoing recruitment of interns for WES opportunities, and develop promotional materials in consultation with WES staff. ELC will conduct outreach to students and faculty to encourage application for these internships.

Deliverables: Promotional materials; Outreach efforts; Referral of intern candidates to WES

Task 6: Sponsorship

ELC will recognize WES as a sponsor of Ecology Professional Trainings in the following ways: acknowledgement in our newsletter, acknowledgement on our website for one academic year, and a WES employee will receive one free day of training at an ELC professional workshop. In addition, for one professional workshop of WES' choosing, 1) WES's logo will be displayed on marketing materials and the welcoming slide at the workshop, 2) WES will be acknowledged on a thanks to our sponsors sign, and 3) WES materials may be displayed on a Resource table.

Deliverables: ELC newsletter, website and workshop acknowledgment

Field Trip Programs

The Environmental Learning Center currently offers field trips for K-5 students on a variety of topics, with the goal of enriching student learning through their engagement with nature. In addition to these current offerings, the ELC proposes to create and host new field trips that align with WES's education program goals. All field trips will be structured to meet specific Next Generation Science Standards (NGSS). Students will be provided opportunities to explore, interact with, measure and create within the lush outdoor surroundings of the Environmental Learning Center, which contains both forest and wetland habitat. The variety of habitat present allows us to teach about interdependent relationships in ecosystems, water quality and stormwater management.

Our recently restored wetland, fed by underground springs and stormwater runoff from the Oregon City campus, provides critical habitat for wildlife and water quality improvement, making it the ideal location to study wetland habitat. And, as the headwaters to Newell Creek, it's also the perfect venue for watershed discussions.

Field trip offerings will include:



New Field Trip: Whose Watershed Is It? (*final title will develop out of curriculum*)

Grade Levels: K-2

Length: 2.5 hrs

Location: Environmental Learning Center

NGSS Standards Alignment: (K) Human Impacts on Earth Systems-making choices to reduce impact, (2) Shapes & kinds of land/bodies of water in an area, (K-2) Engineering Design; *K-2.ED, K-ESS2, K-ESS3, 2-ESS2-2*

Essential Question: What behaviors influence the health of our watershed?

This field trip will explore the following (details subject to change):

- Definition of a watershed & where our water comes from
- How humans impact water quality
- Defining a problem (e.g. dog poo or other pollutant)
- Creating or testing solutions/or Communicating solutions - this will have to be determined in the curriculum design process, as it depends on the amount of time available, and how engaging the activities can be. The goal is to engage kids with the outdoors as much as possible.

Approach:

- Delivery to up to 15 WES service area classes annually (up to 30 students each)
- Existing curriculum will be sought out and used when possible; modifications will be necessary to suit ELC location and to incorporate *The River Starts Here*, or other WES approved messaging.



New Field Trip: Watershed Wise (*final title will develop out of curriculum*)

Grade Levels: 3-5

Length: 2.5 hrs

Location: Environmental Learning Center

NGSS Standards Alignment: (3) Natural Hazards & steps to reduce their impacts, (4) Interpreting Earth features from maps, (5) Human Impacts on Earth Systems-ways to protect earth resources and environments; *3-ESS3-1, 4-ESS2-2, 5-ESS3-1*

Essential Questions: What land formations make up a watershed? How might humans impact the movement and quality of water in a watershed?

This field trip will explore the following (details subject to change):

- What is a watershed – exploration of patterns on the earth, and experience the concept that water flows towards and collects at the lowest point
- Human impacts on our water system/environment
- The role of wetlands in reducing the impact of floods (natural disasters) & how humans impact this by either removing or constructing wetlands
- The role of wetlands in improving water quality

Approach:

- Delivery to up to 15 WES service area classes annually (up to 30 students each)
- Existing curriculum will be sought out and used when possible; modifications will be necessary to suit ELC location and to incorporate *The River Starts Here*, or other WES approved messaging.



Existing Field Trip (currently under development): Water Quality Community Science Lab

Grade Levels: 6-8

Length: 3 hrs

Location: Environmental Learning Center

NGSS Standards Alignment: (6) Monitoring & minimizing human impact on environment, (7) Data interpretation related to how changes in an ecosystem affect populations, (8) Using evidence to construct a statement on how humans impact earth's systems; *MS-ESS3-3, MS-LS2-1, MS-LS2-4, MS-ESS3-4*

Essential Question: How is water quality impacted by the built environment and our daily actions?

Approach:

- Delivery of 2 events annually for schools in WES's service area (up to 150 students each).
- This field trip will focus on factors that influence water quality, functioning of the wetland channel and why it's important to the water quality of Newell Creek, and tools for water quality assessment. Students will gather data on-site for parameters such as water temperature, dissolved oxygen, transparency and macroinvertebrates. As community scientists, they will upload the data to an online site, so they will be able to summarize the data, and also work with previous data, tracking changes to the water quality over time.



New Field Trip: Advancing Watershed Health: Stormwater Management

Grade Levels: 9-12

Length: 1-2 hrs

Location: Clackamas Community College

NGSS Standards Alignment: Resource availability influences human activity, Technological solutions for reducing human impacts on natural systems, Evaluation of a complex real-world problem; *HS-ESS3-1, HS-ESS3-4, HS-ETS1-3*

Essential Question: How do stormwater facilities function, particularly in terms of mitigating human impacts on water quality in the watershed?

Approach:

- Delivery to 5 classes annually in WES's service area (up to 30 students each)
- Faculty from our Water & Environmental Technology (WET) program will lead students on a tour of stormwater management facilities on campus, discussing how they work and why they are important to the health of our watershed.



New Field Trip: Water Industry Career Exploration

Grade Levels: 6-8 & 9-12

Length: 2 hrs

Location: Environmental Learning Center

Essential Questions: What types of jobs exist in water technology? What types of skills and training are needed for these positions?

- Delivery to 3 AVID (Advancement Via Individual Determination) groups annually from schools in WES's service area (up to 30 students each)
- AVID is a college readiness program designed to help students develop the skills needed for success in college and careers. Career exploration is an important part of this program.
- These events will introduce middle and high school students to water quality/treatment careers via engagement with WES staff (and potentially other agencies who may decide to participate in this program).

Internship Connections

- ELC staff will develop a standardized system for ongoing recruitment of interns for WES opportunities, and develop promotion materials in consultation with WES staff.
- ELC staff will reach out to students and faculty to encourage application for these internships.
- WES will provide job descriptions for internship opportunities.
- WES will provide the application form.
- WES will screen all applications, interview candidates and hire as desired.

Professional Programs



New Program: Stormwater Facility Management

Audience: Landscape professionals, Parks maintenance, Public utilities staff, etc.

Length: 2 days

Location: Environmental Learning Center

- Delivery of program once per year.
- About half will be in the classroom, and half focused on visiting and evaluating the variety of stormwater facilities that are located on the CCC campus.
- CCC Water & Environmental Technology & WES staff would co-lead the training (possibly with NCAP or other partners), with the expectation that WES staff would lead the hands-on portion.
- WES would be listed as a co-sponsor for the program.
- Continuing Education Units available.
- Potential to turn this into a non-credit certificate program.



New Programs for Potential Sponsorship: Ecology Professional Trainings

Audience: Wetland/River scientists or engineers, Fish & Wildlife biologists, Construction managers, Environmental lawyers, etc.

Length: varies from 1-2 days

Location: Environmental Learning Center, and others off-site

- The Environmental Learning Center is offering a variety of trainings designed to support the continuing education needs of professionals who work in positions connected with environmental health. Several trainings will be offered each year on topics that have been determined to be in-demand, with a focus on providing hands-on field experience whenever possible. Sponsorship dollars will provide a means for offering reduced pricing for college students and others who lack the ability to pay full price, as well as for supporting the overall education program.
- Examples of upcoming trainings that we are currently planning: Wetland Plant ID, Field ID of Fish in the Willamette Valley, Wetland Restoration Overview, Stream-Health Survey Methodology, Field ID of Macroinvertebrates, Erosion Control, Field ID of Small Aquatic Vertebrates, Watershed Health Report Cards.
- Sponsorship is available at several levels (see attached).

Qualifications

Program Lead: Renee Harber, PhD; Program Director, Environmental Learning Center

Renee has worked in education for almost 19 years (1 year at high school, and the rest at community college). Prior to working for the ELC, she served as department chair/faculty for the Horticulture Dept. at CCC, where she taught a variety of classes, and oversaw administrative functions in the department, which included curriculum development, personnel, budget, and creation of the new Arboriculture program. She was hired to rebuild the education program at the ELC in 2017.

K-8 Field Trip Instructors & Curriculum Developers:

Instructors will be chosen from a pool of qualified part-time instructors with outdoor education experience, for example:

- Sarah Bidwell: MS in Resource Management/Environmental Education & Interpretation
- Lauren Hull: MS in Geography, Certified Master Naturalist, Play-based education training
- Clare McClellan: BS in Environmental Studies
- Michelle Scholz: MS in Teaching, BS in Zoology

HS Field Trip Instructor: Jim Nurmi, PhD; Faculty, Water Environmental & Technology at CCC

Jim has taught numerous courses related to water quality at CCC, including: Environmental Chemistry, Waterworks Operations, and Aquatic Microbiology. Before coming to CCC, he worked in research at OHSU, and has experience leading a water chemistry summer camp for middle school aged children. Jim's doctoral thesis in Environmental Science & Engineering evaluated the electrochemical properties of natural organic matter.

Stormwater Facility Instructor: Matt LaForce, PhD; Department Chair/Faculty, Water & Environmental Technology at CCC

Matt has taught numerous courses related to water quality at CCC, including: Contaminant Hydrogeology, Hydrogeology, Environmental Geology, Mathematics For Water and Wastewater Operation, Soil Science, Water and Wastewater Operations, Environmental Chemistry, and Aquatic Microbiology. Matt's doctoral thesis in Soil Chemistry evaluated the cycling of metals in mining-impacted wetlands.

Timeline

Activity	Start Date	Completion Date
Develop curriculum & materials for Stormwater Facility Management training	Jul 2019	Dec 2019
Develop system for managing bus expenses	Aug 2019	Nov 2019
Develop a plan and materials for encouraging CCC student internships at WES	Aug 2019	Sep 2019
Marketing of grades 6-8 field trips	Aug 2019	Sep 2019
Develop curriculum & materials for grades K-2 watershed field trip	Sep 2019	Feb 2020
Develop curriculum & materials for grades 3-5 watershed field trip	Sep 2019	Feb 2020
Delivery of grades 6-8 field trips	Sep 2019	ongoing
Update ELC website with program information	Oct 2019	ongoing
Marketing of Stormwater Facility training	Nov 2019	Training date
Develop program for Water Industry Career Exploration field trip	Nov 2019	Jan 2020
Marketing Water Industry Career field trip	Jan 2020	Feb 2020
Marketing of grades K-5 field trips	Jan 2020	Mar 2020
Internship outreach to CCC students & faculty	Feb 2020	throughout school year
Delivery of Stormwater Facility Management training	Winter/Spring 2020	annually
Delivery of Water Industry Career Exploration field trip	Mar 2020	ongoing
Delivery of grades K-5 field trips	Apr 2020	ongoing
Marketing of grades 9-12 field trips	Aug 2020	Sep 2020
Develop curriculum & materials for grades 9-12 watershed/stormwater field trip	Jul 2020	Sep 2020
Delivery of grades 9-12 field trips	Oct 2020	ongoing

Annual Estimated Budget

Program	Description	Cost
Busing Support for Teachers (42 buses)	The cost for a bus varies based on distance traveled, and probably by school district, so this is a very rough estimate; also, the number of buses could be reduced if a school sent 2 classes on one bus.	\$12,500
New Field Trip: <i>Whose Watershed Is It?</i> (gr. K-2, 2.5 hrs)	Curriculum development	\$1500
	Field Trip delivery (to up to 15 classes of up to 30 students)	\$4500
New Field Trip: <i>Watershed Wise</i> (gr. 3-5, 2.5 hrs)	Curriculum development	\$1500
	Field Trip delivery (to up to 15 classes of up to 30 students)	\$4500
Existing Field Trip: <i>Water Quality Citizen Science Lab</i> (gr. 6-8, 3 hrs)	Field Trip delivery (to 2 groups of 60-150 students)	\$3000
New Field Trip: <i>Advancing Watershed Health: Stormwater Management</i> (gr. 9-12, 2 hrs)	Curriculum development	\$500
	Field Trip delivery (to 5 classes of up to 30 students)	\$1000
New Field Trip: <i>Water Industry Career Exploration</i> (gr. 6-8 & 9-12)	Program development	\$800
	Field Trip delivery (to 5 classes of up to 30 students)	\$1200
Fostering Internship Connections	Annual expense	\$1000
New Program: Stormwater Facility Management (2 days, CEUs, potential non-credit certificate)	½ Curriculum development	\$1600
	Program delivery annually-WES staff leads about ½ of training	\$0
	Organization, marketing & materials partial support from WES	\$1600
Sponsorship of New Programs: Ecology Professional Trainings (varied topics & duration, CEUs)	Sponsorship to be determined	\$500
	TOTAL	\$35,700