

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLEAN WATER SERVICES AND
MULTNOMAH COUNTY**

**COST SHARE FOR REGIONAL COALITION STORMWATER EDUCATION
PROJECT**

This Agreement, dated effective July 1, 2018, is between Clean Water Services (District), a county service district organized under ORS Chapter 451, and Multnomah County (County) a political subdivision of the state of Oregon.

A. RECITALS

1. ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary.
2. The Parties hereto are Designated Management Agencies (DMA) for Total Maximum Daily Load (TMDL) pollutant reductions and have been issued National Pollutant Discharge Elimination System (NPDES) stormwater permits from the Oregon Department of Environmental Quality (ODEQ).
3. Many jurisdictions and organizations are working to find solutions that will address the water quality needs of the region's watersheds as a whole.
4. The Parties agree to be known as the Regional Coalition for Clean Rivers and Streams (Coalition) for the purposes of this Agreement.
5. The Parties agree that a collaborative and constructive process to coordinate, develop and implement a regional stormwater pollution prevention public awareness and media campaign consistent with certain NPDES stormwater permit conditions relating to public education is necessary.
6. The Parties believe it is in the best interests of all to coordinate, develop and implement a regional stormwater pollution prevention public awareness and media campaign (Project) to promote ways to protect and improve water quality, and address stormwater runoff pollution problems.

NOW, THEREFORE, the parties agree as follows:

B. DISTRICT OBLIGATIONS

District shall:

1. Pay Multnomah County a not-to-exceed amount of \$15,000 per fiscal year for a not-to-exceed of \$45,000 over the three-year period for its share to research, develop and

execute media and public awareness stormwater campaigns.

2. Attend bi-monthly planning meetings.
3. Review any work products associated with the Project that County provides in a reasonable period of time and provide any comments or approvals to County.
4. Assign Karen DeBaker to be District's Project Manager to coordinate the Project with County.

C. COUNTY OBLIGATIONS

County shall:

1. Keep District informed of any information regarding the Project.
2. Perform the tasks contained in the Scope of Work section in Appendix A.
3. Invoice District each fiscal year a not-to-exceed amount of \$15,000 (\$45,000 total over three years) for its share of the Project costs.
4. Assign Roy Iwai to be County's primary contact person to coordinate the services under this Agreement with District.

D. GENERAL TERMS

1. Laws and Regulations. County and District agree to abide by all applicable laws and regulations.
2. Term of this Agreement. This Agreement is effective from July 1, 2018 and shall remain in effect through June 30, 2021 or until the parties' obligations have been fully performed or this Agreement is terminated as provided herein.
3. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.
4. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course

of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.

5. Attorney Fees. Each party shall bear its own costs, disbursements, fees, including attorney fees, and other expenses to resolve any dispute concerning the interpretation or enforcement of this Agreement or any issue related to the U.S. Bankruptcy Code (whether or not such issues relate to the terms of this Agreement).
6. Termination. This Agreement may be terminated immediately by mutual written agreement of the parties with the termination being effective in 30 days.
7. Resolution of Disputes. If any dispute arising out of this Agreement cannot be resolved by the Project Managers from each party, the County Engineer and District's General Manager will attempt to resolve the issue before proceeding with any other legal process or remedy allowed by law.
8. Interpretation of Agreement.
 - A. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
 - B. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.
9. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
10. Approval Required. This Agreement and all amendments, modifications or waivers of any portion thereof shall not be effective until approved by 1) District's General Manager or designee and when required by applicable District's rules, District's Board of Directors and 2) County Administrator or designee or when required.
11. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Multnomah County, Oregon.

CLEAN WATER SERVICES

MULTNOMAH COUNTY

By: _____
General Manager or Designee

By: _____

APPROVED AS TO FORM

Title: _____

District Counsel

Appendix A

I. REGIONAL MEDIA AND PUBLIC AWARENESS CAMPAIGN

Messages may include, but not be limited to, “The River Starts Here” campaign promotion, featuring stormwater pollution prevention messages and water quality messages. The campaign will target diverse audiences.

II. SCOPE OF WORK

County will:

1. develop a schedule for the campaign;
2. develop the campaign and decide on media outlets;
3. present draft campaign and media buy to District for approval;
4. upon receipt of District approval, secure the media outlets and purchase time;
5. develop the mechanical artwork or broadcast tapes;
6. seek additional sponsorship from potential corporate partners;
7. if needed, develop and submit to District for approval a scope of work, Request for Proposal document and with District’s participation select a creative or administrative consultant;
8. evaluate the effectiveness of the media campaign and prepare a draft annual report of the results of the campaign following implementation;
9. present the draft annual report to District for review and approval and incorporate District’s comments;
10. provide a final annual report to District; and
11. maintain an annual media and public awareness campaign that will utilize a variety of media outreach tools that will maximize each agency’s investment.