

**Amendment No. 1**  
**to**  
**Intergovernmental Cooperative Agreement**  
**for the**  
**Regional Coalition for Clean Rivers and Streams**

This amendment modifies the intergovernmental cooperative agreement (“the ICA,” attached hereto as Attachment 1) that was executed on September 14, 2010. This amendment will be effective as of the last date of signature below (“the Effective Date”).

The ICA is hereby amended as follows:

1. The City of Portland will no longer be a party to the ICA as of the Effective Date. Metro and the City of Vancouver previously withdrew from the ICA. The following parties will remain as of the Effective Date:

Clean Water Services, a county service district formed pursuant to ORS Chapter 451 (District); Clackamas County Service District No.1 and Surface Water Agency of Clackamas County, county service districts formed pursuant to ORS Chapter 451 (Clackamas County); Multnomah County, a home rule county, acting by and through its Department of Community Services (Multnomah County); and Clark County (Clark County), a Washington county government.

2. Sections 2.02, 3.20, 3.03, and 6.04 of the ICA are revised to read as follows, in their entirety:

2.02 Duration. Subject to Section 4 of this Agreement dealing with termination or withdrawal, this Agreement will expire on March 31, 2016 unless the majority of parties elect to terminate sooner. A majority of the parties is defined as fifty percent (50%) of the participating entities plus one (1).

3.02 Authorization of Multnomah County. By execution hereof, all parties hereto authorize Multnomah County to enter into a contract or contracts and incur costs necessary and consistent with the purposes of developing and implementing the regional media campaign. The parties acknowledge and agree that Multnomah County will incur costs and execute the contract(s), but that all are benefited thereby and that this authorization is limited to the cost share amount for each entity shown in Exhibit A to this Agreement.

3.03 Reimbursement of Multnomah County. Multnomah County shall make all payments required under the contract(s). Each party hereto agrees to reimburse Multnomah County for its proportionate share (unless otherwise unanimously agreed) of expenses incurred by Multnomah County under this Agreement as set forth on Exhibit A, as progress billings are received. Multnomah County shall invoice each party as progress payments are made and the reimbursement

payment to Multnomah County shall be due within 30 days following invoice. Payments shall be made to "Multnomah County" at its offices as set forth in Section 6.04 of this amendment. Any amount unpaid after 30 days shall accrue interest at nine percent (9%) per annum until paid.

6.04 Notices. Any notice herein or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

Clean Water Services  
Attn: Karen DeBaker  
2550 SW Hillsboro Highway  
Hillsboro, Or 97123  
(503) 681-4450  
debakerk@cleanwaterservices.org

Clackamas County Service District No. 1  
Attn: Gari Johnson  
150 Beavercreek Road  
Oregon City, OR 97045  
(503) 742-4561

Surface Water Agency of Clackamas County  
Attn: Gari Johnson  
150 Beavercreek Road  
Oregon City, OR 97045  
(503) 742-4561

Multnomah County, Department of Community Services  
Attn: Roy Iwai  
1620 SE 190th Ave  
Portland, OR 97233-5910  
(503) 988-0195  
roy.iwai@multco.us

Clark County  
Attn: Cindy Stienbarger  
P.O. Box 9810  
Vancouver, WA 98666-9810  
(360) 397-2121 x 4584  
cindy.stienbarger@clark.wa.gov

3. Exhibit A of the ICA is hereby replaced in its entirety with Attachment 2, attached hereto.

4. All other terms and provisions of the ICA remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth opposite their names below:

**Clean Water Services**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
District Counsel

**Clackamas County Service District No. 1, Clackamas County**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Surface Water Agency of Clackamas County, Clackamas County**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Multnomah County**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed:

JENNY M. MADKOUR, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Jed Tomkins, Assistant County Attorney

**Clark County, Washington**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**City of Portland**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney