

**CONTRACT AMENDMENT NO. 13
TO INTERGOVERNMENTAL AGREEMENT
for Westside Maintenance**

**COUNTY No. 4600001503
and CITY No. 51062**

This is an amendment to the Intergovernmental Agreement (IGA) for Westside Maintenance, between the City of Portland (City) and Multnomah County (County) and collectively referred to as "the Parties." The Portland contract reference number is 51062, and the County reference number is 4600001503.

The Parties agree to amend the IGA as follows:

1. Under RECITALS, the following text is deleted:

"WHEREAS, the City and the County find that a rational and efficient method for delivery of road and drainage facility maintenance to certain Westside unincorporated areas is for the City to continue to provide services; and"

And the following is substituted:

WHEREAS, the City and the County find that a rational and efficient method for delivery of road and drainage facility maintenance services to certain Westside unincorporated areas is for the City to continue to provide such services to meet the City's National Pollution Discharge Elimination System (NPDES) MS4 Phase I Permit requirements; and

2. Under RECITALS, the following text is added:

WHEREAS, the City and County acknowledge a portion of the Westside unincorporated area falls inside the service boundaries of Clean Water Services (CWS), a separate governmental entity which holds responsibility for providing stormwater management services, as further described herein. The Parties find that the City should not be performing services in the area served by CWS.

3. Under Article One, PURPOSE, the following text is added as No. 5:

5. Eliminate redundant stormwater maintenance activities by the City in the area served by CWS.

4. Under Article Two, DEFINITIONS, the following text is added:

NPDES MS4 Phase I Permit: National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Phase I Permit is a stormwater discharge permit issued by the Oregon Department of Environmental Quality.

Clean Water Services District: Provides storm water management services boundaries which include a portion of unincorporated Multnomah County. (See Exhibit A.) The District complies with strict water quality regulations set for the Tualatin River drainage area by the Oregon Department of water Quality (DEQ). The District's Stormwater Management (SWM) program improves water quality, protects fish habitat, and manages drainage by operating and maintaining the stormwater conveyance system, establishing design and construction standards, regulating activities that can impact the watershed, and enhancing streams and floodplains.

5. Under Article Two, DEFINITIONS, the following text is deleted:

"Maintained Ditch: An open drainage facility, that is in the right-of-way and adjacent to a County Road, that directs water into a stormwater conveyance system."

And the following is substituted:

Maintained Ditch: An open drainage facility that is in the right-of-way and adjacent to a County Road that directs water into a stormwater conveyance system. Maintained ditch shall also include culverts, driveway culverts, and roadside piping.

6. Under Article Three, Section I, ROADWAY FACILITY MAINTENANCE, subsection A, the existing text is deleted and the following is substituted:

Beginning July 1, 1998, the City shall provide the following Roadway Facility maintenance Services to County Roads within the Westside Contract Maintenance Services Area. The level of maintenance provided for each activity will be the same level provided by the City to city streets within the City limits. Maintenance services shall be provided in a manner consistent with applicable operation and maintenance best management practices as set forth in the City of Portland National Pollutant Discharge Elimination System Municipal Stormwater Permit. The level of review and services shall be provided at the same level provided by the City to other areas within the City limits. The City is not required to perform street sweeping, maintained ditch, and catch basin cleaning inside the CWS area.

7. Under Article Three, Section I, ROADWAY FACILITY MAINTENANCE, subsection A, (2)(a), the existing text is deleted, and the following is substituted:

a. Street sweeping. Curbed roads will be swept at a frequency consistent with City street sweeping. Non-curbed roads will not be swept.

8. Under Article Three, Section II, EMERGENCY RESPONSE, subsection A, the existing text is deleted, and the following is substituted:

The City will respond to all emergencies, including snow and ice, wind storms, flooding, landslides, and other natural or manmade incidents. Emergencies that would normally be handled by city crews on City streets, such as landslides, downed trees, snow and ice treatments, and flooding (outside the CWS area), will be treated by City crews according to City standards. In the event that the City determines that outside assistance is needed to respond to the event, the City will notify the County and jointly work to respond to the event. The City shall not respond to flooding occurring inside the CWS area but shall inform CWS of flooding if notified. The City will handle the following emergencies as specified below:

9. Under Article Three, Section II, EMERGENCY RESPONSE, subsection A, the existing text is added:

e. Notify CWS Source Control Officer if a hazardous spill occurs inside the CWS area.

10. Under Article Three, Section V, TERM, subsection A, the existing text is deleted, and the following is substituted:

A. The term of this agreement shall be from July 1, 2011, to and including June 30, 2012, unless sooner terminated or renewed under the provisions hereof.

11. Under Article Three, Section VI, COMPENSATION, subsection 5, the existing text is deleted, and the following is substituted:

The County agrees to compensate the City as follows:

5. Up to \$100,000 for the performance of work at the rates authorized under this Agreement including up to \$3,500.00 for snow and ice response in fiscal year 2012 in the Westside Contract Maintenance Service Area. The City shall not perform any services that will exceed \$100,000.00 in total billing under this Agreement without the County's prior written consent.
12. Except as amended herein, all other terms and conditions of the referenced intergovernmental agreement as amended to date shall remain in full force and effect.

CITY OF PORTLAND

_____ Signature	_____ Mayor Title
_____ Sam Adams Name (Print)	_____ Date
_____ Signature	_____ Auditor Title
_____ Lavonne Griffin-Valade Name (Print)	_____ Date

APPROVED AS TO FORM:

_____ Signature	_____ Title
_____ Name (Print)	_____ Date

MULTNOMAH COUNTY, OREGON

_____ Jeff Cogen, County Chair	_____ Date
-----------------------------------	---------------

DEPARTMENT AND COUNTY ATTORNEY APPROVAL AND REVIEW

Approved: _____ M. Cecilia Collier, Department Director	_____ Date
--	---------------

REVIEWED:

HENRY LAZENBY, JR., COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By <u>/s/ Matthew O. Ryan</u> Matthew O. Ryan Assistant County Attorney	<u>September 1, 2011</u> Date
---	----------------------------------