

INTERGOVERNMENTAL AGREEMENT FOR
EROSION CONTROL INSPECTION

THIS AGREEMENT dated _____ 2015, is between CLEAN WATER SERVICES (District) and CITY OF TIGARD (City).

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. To optimize City staff resources and implementation of the Erosion Control Inspection Program (Program), City would like the District to administer the Program within City's jurisdiction and District has agreed to do so.
3. District and City are parties to an Intergovernmental Agreement dated January 25, 2005 as amended on June 14, 2005, March 17, 2006, July 1, 2008 and July 1, 2009 (collectively, Operating IGA). To the extent the Operating IGA and this Agreement conflict regarding erosion control inspection issues, this Agreement shall control.

AGREEMENT

A. SCOPE OF WORK

The Scope of Work is set forth in Exhibit A to this Agreement. The City Engineer and District's General Manager or designee may modify Exhibit A by mutual agreement.

B. DISTRICT OBLIGATIONS

District agrees to:

1. Provide a monthly written summary of erosion control inspection work accomplished within the City pursuant to this Agreement. The report will be delivered to the City no later than the 20th of each month showing performance for the preceding month.
2. Invoice the City through this Agreement for services performed. The invoiced amount will include hourly personnel costs and expenses, as shown on Exhibit B to this Agreement. The invoice will be delivered to the City no later than the 20th of each month. The City Engineer and District's General Manager or designee may modify Exhibit B by mutual agreement prior to April 30th for services performed in the upcoming fiscal year.

C. CITY OBLIGATIONS

City agrees to:

1. Withhold approval of all "foundation" building inspections until receiving District's written approval of the erosion control techniques being in place.
2. Cooperate with District in its enforcement efforts. This Agreement does not limit City's ability to pursue enforcement actions independent of the District. In addition, City may continue enforcement actions already under way as of the date of this Agreement.
3. Promptly inform District of any erosion control violations City becomes aware of.
4. Provide a list of active Erosion Control permits that have been issued as of the date of this Agreement.
5. Reimburse the District, for work performed pursuant to this Agreement, within 30 days of receipt of the invoice.

D. GENERAL TERMS

1. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.
2. Term of this Agreement. This Agreement will take effect July 1, 2015 and will automatically renew annually for a period of ten years. The Agreement may be terminated upon written notice by either party prior to February 1 of any year with the termination being effective the following July 1.
3. Amendment of Agreement. City and District may amend this Agreement from time to time, by mutual written agreement.
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. 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.

6. Resolution of Disputes. If any dispute out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's General Manager will attempt to resolve the issue. If the City Manager and District's General Manager are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. If the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law.

7. 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.

8. 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.

9. 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 Washington County, Oregon.

CLEAN WATER SERVICES

CITY OF TIGARD

By: _____
General Manager

By: _____
City Manager

APPROVED AS TO FORM

Attest:

District Counsel

By: _____
City Recorder

APPROVED AS TO FORM

By: _____
City Attorney

EXHIBIT A

Scope of Work

I. District shall:

Assume primary responsibility for managing the Program as defined in District Resolution and Order 07-20 Design and Construction Standards, as amended from time to time, and NPDES stormwater permits relating to construction activities. This shall include timely inspection of properties to determine compliance with erosion control rules and regulations, enforcement to correct violations, and review of erosion plan revisions.

II. City shall:

Collect erosion control fees in accordance with the District's schedule of Rates and Charges or as otherwise determined by the City, review the erosion control plans submitted with the development or building proposal, issue erosion control permits, and promptly forward approved plans and permits to the District.

EXHIBIT B

The District will charge City the following personnel costs and expenses for work performed pursuant to this Agreement:

Personnel Costs (per hour)

1. Inspector staff (senior)	\$	\$63.69
2. Inspector staff (associate)	\$	\$43.13
3. Permit technician	\$	\$36.28
4. Program manager	\$	\$81.88

Expenses

1. Vehicle usage (per mile)	\$	\$0.46
2. Other expenses at cost with prior approval of City		