

INTERGOVERNMENTAL AGREEMENT
Columbia Slough Flow Management

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland ("City") acting by and through its Bureau of Environmental Services, hereafter called "BES," and Multnomah County Drainage District No. 1 ("MCDD"), Peninsula Drainage District No. 1 ("PEN 1"), and Peninsula Drainage District No. 2 ("PEN 2"), hereafter collectively referred to as "Drainage Districts."

This IGA is authorized pursuant to ORS 190.110.

PURPOSE

BES and Drainage Districts desire to work together to provide flow management in the Upper and Middle Columbia Slough ("Columbia Slough"). Drainage Districts will operate their pumping stations and flood control facilities in order to maintain a low water elevation in the Columbia Slough as a best management practice for the City's Municipal Separate Storm Sewer System permit. It is anticipated that, between mid-June and mid-October water flows will be maintained through pumping and /or other methods in order to lower the water elevation for increased ground water in-flow into the Columbia Slough to improve watershed health.

By this IGA, Drainage Districts agree to provide flow management services in the Columbia Slough as further detailed in the Statement of Work and BES agrees to reimburse Drainage Districts for costs associated with the provision of these services as described in this document. Drainage Districts agree to perform the work in accordance with the terms and conditions of this IGA.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective on July 1, 2015. Unless earlier terminated or extended, this IGA shall expire when Drainage Districts' completed performance has been accepted by BES or June 30, 2020, whichever date occurs first.
2. Consideration. BES agrees to pay Drainage Districts a sum not to exceed \$100,000.00 as allocated in the Statement of Work.
3. Administration of Contract. Through prior intergovernmental agreements signed by the Boards of Supervisors of PEN 1 and PEN 2, MCDD is designated to administer this agreement on behalf of all three Drainage Districts. Individual Districts will invoice BES for work performed in accordance with this agreement and BES shall make payments directly to the District specified in the invoice. In the event that specified MCDD personnel are no longer able to administer this agreement, the Executive Director of MCDD shall designate new MCDD staff to administer the agreement. In the event that specified BES personnel are no longer able to administer this agreement, the BES Columbia Slough Watershed Manager shall designate new BES staff to administer the agreement. All parties shall be notified in writing if such change occurs.

4. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual. If the Project Manager for BES or Drainage Districts changes, parties will be notified in writing.

BES

Project Manager: Nancy Hendrickson
 Organization: City of Portland, BES
 Address: 1120 SW Fifth Ave., Rm 1000
 Portland, OR 97204
 Phone: (503) 823-6001
 Email: nancy.hendrickson@portlandoregon.gov

DRAINAGE DISTRICTS

Project Manager: Kelly Sherbo
 Organization: MCDD
 Address: 1880 NE Elrod Drive
 Portland, OR 97211
 Phone: (503) 281-5675
 Email: ksherbo@mcdd.org

5. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by all parties.

6. Reimbursement.

- A. BES shall reimburse Drainage Districts upon receipt of an approved invoice.
- B. Drainage Districts shall submit itemized invoices to BES for reimbursement of services performed; noting the project and City IGA number and the allocation of costs in accordance with line items identified in the Statement of Work.
- C. Non-itemized or incomplete billings shall be detained for payment processing until Drainage Districts have supplied correct information to BES.
- D. Drainage Districts shall submit an annual invoice to BES after services have been rendered.
- E. Invoices shall be submitted to BES' designated project manager for this agreement at the following address:

Nancy Hendrickson
 Bureau of Environmental Services
 City of Portland
 1120 SW Fifth Avenue, Room 1000
 Portland, OR 97204

BES shall pay all approved invoices within 30 days.

- F. All non-expendable property, including computer hardware and related software, acquired in the provision of these services are the sole property of BES and shall be surrendered upon completion of services or termination of this IGA.

7. Termination.
- A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual written consent.
 - B. Either party may terminate this IGA effective not less than 30 days from delivery of written notice.
 - C. Either party may terminate this IGA effective not less than 10 days from written notice or at such other date as may be established by both parties under any of the following conditions:
 - 1) If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the IGA may be modified to accommodate a reduction in funds.
 - 2) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized by this IGA.
 - D. Either party may terminate this IGA in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this IGA.
 - E. If this IGA is terminated by either party, all outstanding invoices shall be paid in accordance with the terms of the IGA.
8. Funds Available and Authorized. All parties certify that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within either party's current appropriation or limitation. All parties understand and agree that payment of amounts under this IGA attributable to work performed after the last date of the current budget period is contingent on either party receiving appropriations, limitations, or other expenditure authority.
9. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
10. Choice of Venue. Oregon law shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
11. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional 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 IGA for any cause.
12. Ownership of Work Product. All work products, including reports, research data in hard copy or electronic form that result from this IGA, are the exclusive property of BES. However, Drainage Districts reserves the right to retain copies of such items for its records.
13. Access to Records. All parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts, and transcript.

14. Compliance with Applicable Law. All parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Statement of Work under this IGA.
15. No Third Party Beneficiary. The City and Drainage Districts are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
16. Indemnification.
 - A. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, Drainage Districts shall hold harmless, defend, and indemnify BES, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorneys fees and costs) arising from the negligent or wrongful acts of Drainage Districts, their officers, agents and employees.
 - B. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, BES shall hold harmless, defend, and indemnify Drainage Districts, its officers, agents, and employees against all claims, demands, actions, and suits (including all attorneys fees and costs) arising from the negligent or wrongful acts of BES, its officers, agents and employees.
17. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

STATEMENT OF WORK

Project Title: Columbia Slough Flow Management

Duration: July 1, 2015 through June 30, 2020

Work Tasks:

1. Flow Management:
Provide pump station function to maintain flow for optimal low water levels (6.5 – 5.0 feet, national geodetic vertical datum) to obtain water quality and groundwater benefits from mid-June to mid-October, annually. Water level is taken at MCDD's Pump Station #1.
2. Conduct inspections to determine existence and extent of aquatic macrophyte growth and the magnitude of invasive plant growth. Manage nuisance macrophyte populations.
3. Collect daily water elevation data from mid-June through mid-October. Make electronic water elevation data available to BES by request. Such water elevation data is taken at MCDD's Pump Station #1.
4. Project planning and coordination will be the responsibility of project managers as indicated above in Section 4.

Estimated Costs:

Note: The following task items are annual estimates; all billings will reflect actual time and material expenditures.

Dry Weather Flow Management (Work Tasks 1 – 3)	\$20,000
Project Planning and Coordination (Work Task 4)	
Drainage Districts and BES will cover their own labor costs	\$0
Estimated Total Cost for Five (5) Years:	\$100,000

IGA No. _____

IGA Title: Columbia Slough Flow Management

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree that BES and Drainage Districts may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

MULTNOMAH COUNTY DRAINAGE DISTRICT NO. 1
PENINSULA DRAINAGE DISTRICT NO. 1
PENINSULA DRAINAGE DISTRICT NO. 2

BY: Date: 11/6/15Name: Reed WagnerTitle: Executive Director of Drainage Districts

IGA No. _____

IGA Title: Columbia Slough Flow Management**CITY OF PORTLAND SIGNATURES:**By: _____
Bureau Director

Date: _____

By: n/a
Chief Procurement Officer

Date: _____

By: n/a
Elected Official

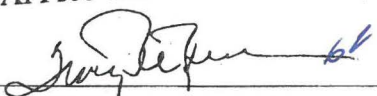
Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

APPROVED AS TO FORMBy: 
Office of City Attorney
CITY ATTORNEYDate: 11/10/15