

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
OAK LODGE SANITARY DISTRICT**

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Oak Lodge Sanitary District

This Memorandum of Understanding (MOU) is entered into between Clackamas County (COUNTY) acting by and through its Department of Transportation and Development and OAK LODGE SANITARY DISTRICT (OLSD) for the cooperation of units of local government and State agencies under the authority of ORS 190.110.

This agreement provides the basis for a cooperative working relationship for the purpose of providing Surface Water System Prevention and Emergency Maintenance for the County transportation and for MS4 Permit compliance by OLSD. This agreement applies only to Clackamas County maintained roads.

I. Scope of Work and Cooperation:

Purpose

Clackamas County Department of Transportation and Development (CCDTD) and Oak Lodge Sanitary District (OLSD) wish to create a partnership for the purpose of addressing requirements of Oregon DEQ MS4 permit 108016, of which both parties are co-permittees. Schedule D.7.c requires the following:

“Oak Lodge Sanitary District and Clackamas County must submit an intergovernmental agreement or equivalent document by November 1, 2013 describing the co-permittee that will maintain lead jurisdictional responsibility for the requirements identified in Schedule A.4.a-h, Schedule D.2, and Schedule D.3 within the geographical areas identified on the Oak Lodge Sanitary District MS4 Regulatory Map.”

Background

OLSD and CCDTD jointly address the various MS4 permit requirements within the OLSD. Discussions during the 3rd and 4th quarters of 2012 between both parties resulted in an intention to partner to address specific requirements for inspection and maintenance of the publicly-owned surface water infrastructure along County maintained roadways within the district. These are generally described as a combination of catchbasins, pipes, ditches and outfalls. Response to requests for preventative maintenance and emergency response had been inconsistent; this agreement identifies a procedure to clearly define roles and responsibility for addressing a variety of requests and requirements specific to this infrastructure.

In order to address inspection and maintenance needs across the District, both parties agreed that using an approach whereby five (5) maintenance zones (See Exhibit A) are established in order to address various requirements.

Responsibilities

- i. OLSD shall participate by:
 - a. Implementing MS4 requirements for Schedule A.4.a-g, Schedule D.2 and Schedule D.3. Progress on these items will be reported as required in the March 2012 MS4 permit.
 - b. For item Schedule A.4.h (Stormwater Management Facilities Operation and Maintenance Activities), OLSD will conduct the following items specific to the County-maintained roadways in the District:
 - i. Using the 5-zone system, inspect all catchbasins in one zone annually
 - ii. Conduct catchbasin and line maintenance as needed based on inspection results as a preventive maintenance measure.
 - iii. Provide routine customer service response throughout OLSD; route service requests to Clackamas County if they require emergency response (flooding of roads, safety risk), ditch cleaning, street sweeping.
 - iv. Respond to routine service requests that Clackamas County sends over, communicate back to Clackamas County about nature of resolution.
 - v. Collect reporting data from item ii above, and provide to CCDTD by October 1, annually, for inclusion into the CCDTD MS4 Annual Report (due November 1, annually)
- ii. CCDTD shall participate by:
 - a. For item Schedule A.4.h (Stormwater Management Facilities Operation and Maintenance Activities), CCDTD will conduct the following items specific to the County-maintained roadways in the District
 - i. Continue to conduct routine and scheduled maintenance for County-maintained roadways, including ditch cleaning, routine seasonal street sweeping throughout the District
 - ii. Street sweeping in one zone annually of all Clackamas County maintained roads in the same zone that OLSD is performing preventive maintenance in
 - iii. Respond to emergency service requests (flooding of roads, safety risk),
 - iv. Send non-emergency customer service requests generated within OLSD to OLSD staff
 - v. Respond to routine service requests that OLSD sends over; com-

municate back to OLSD about nature of resolution.

- vi. Collect reporting data on items 1-5, above, and provide to OLSD by October 1, annually for inclusion into the OLSD MS4 Annual Report (due November 1 annually).

iii. Compensation

Each party is responsible for all labor and material costs (direct or indirect) it incurs in the performance of services it is required to perform. If one Party performs the services required of the other, then that Party will be compensated at the applicable hourly rate for direct and indirect labor and material costs.

I. Liaison Responsibility

Karen L. Streeter, 503-653-1653 extension 105, or her designee will act as liaison from OAK LODGE SANITARY DISTRICT for this project. Randy Harmon, at 503-650-3246, will act as liaison for the County. Other Contact information is:

Karen L. Streeter
14611 SE River Road
Oak Grove, Oregon 97267
Phone: 503-653-1653 ext. 105
Email: Klstreeter@olsd.net

Randy Harmon
902 Abernethy Road
Oregon City, OR 97045
Phone:503/650-3246
Email:RandyHar2@co.clackamas.or.us

II. Special Requirements

- A. The COUNTY and OAK LODGE SANITARY DISTRICT agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Subject to the monetary limits of the Oregon Tort Claims Act and the limitations Section 10 of the Oregon Constitution, Clackamas County shall indemnify, defend and hold harmless OAK LODGE SANITARY DISTRICT, its officers, employees, and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of COUNTY personnel acting pursuant to the terms of this agreement.

Subject to the monetary limits of the Oregon Tort Claims Act and the limitations of the Oregon Constitution, OAK LODGE SANITARY DISTRICT shall indemnify, defend and hold harmless COUNTY, its officers, employees, and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of OAK LODGE SANITARY DISTRICT personnel acting pursuant to the terms of this agreement.

- C. Each Party will carry sufficient insurance to meet the Oregon Tort Claims Act limits.
- D. Record and Fiscal Control System. All records pertaining in whole or in part to this MOU shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- E. Access to Records. Each Party and their duly authorized representatives shall have access to the books, documents, papers, and records of the other which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- F. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. In the event either Party discovers known or suspected hazardous materials at any work site, the work shall immediately cease the activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.
- H. Independent Contractor Status. At no time will employees of either Party be considered employees of the other and are not eligible for any salary, wages or benefits through OAK LODGE SANITARY DISTRICT.
- I. Personnel. Each Party may assign such personnel as it deems necessary to do the work or services to be rendered under this agreement.

III. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

IV. Term of Agreement

This agreement becomes effective July 1, 2013, for a term of one year. If written notice of cancellation is not given by April 1 of any year, the Agreement will be renewed for an additional one-year (1) term.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

GOVERNMENTAL UNIT

**CLACKAMAS COUNTY ACTING BY AND
THROUGH IT'S DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT**

OAK LODGE SANITARY DISTRICT
14611 SE River Road
Oak Grove, Oregon 97267
Michael Read
503-653-1653 Extension 101



J. Michael Read, General Manager



M. Barbara Cartmill, Acting Director

07/16/2013

Date

7-17-13

Date