

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this 13th day of June, 2014, between **Arch Cape Domestic Water Supply District**, a special service district of the State of Oregon, hereinafter referred to as “**Water District**”, and **Arch Cape Sanitary District**, a special district of the State of Oregon, hereinafter referred to as “**Sanitary District**”.

RECITALS:

WHEREAS, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that are party to the agreement, its officers, or agents have the authority to perform;

WHEREAS, Sanitary District desires management services to function economically and efficiently;

WHEREAS, Water District is able to provide those services to Sanitary District;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

TERM:

The term of this Agreement shall be from July 1, 2014 to June 30, 2015. Thereafter, this Agreement shall automatically renew for successive one year terms, provided, either party may terminate this Agreement on thirty (30) days written notice to the other party.

The parties may mutually terminate this Agreement at any time.

WATER DISTRICT OBLIGATIONS:

1. Water District agrees to provide Sanitary District with all necessary administrative and support functions for the operation and management of Sanitary District facilities and programs. These administrative and support functions include, but are not necessarily limited to management, accounting

- and personnel services. All functions shall be performed by Water District employees or individuals or entities contracted by Water District.
2. Water District will maintain all assets owned by the Sanitary District in a workman like manner and consistent with all laws, rules and requirements of relevant federal and state regulatory agencies and departments. The cost allocation process shall be as described below.
 - A) All Employee costs not directly attributable to either the Water District or Sanitary District including direct compensation, social security withholding, PERS retirement, unemployment insurance and medical insurance premiums shall be charged monthly to the Sanitary District on the percentage rounded to the nearest whole percent of the logged time spent by employee in the performance of duties for the Sanitary District to the total time spent for both the Water District and Sanitary District.
 - B) Administrative Assistant expenses shall be charged monthly to the Sanitary District on the percentage rounded to the nearest whole percent of Sanitary District accounts to the total of all Water District and Sanitary District accounts in the billing month.
 - C) All other expenses not directly attributable to either the Water District or Sanitary District, such as but not limited to, office supplies, postage, notices, clothing, travel, education, maintenance supplies held in common and vehicle expense shall be apportioned on the same percentage split as appears in section 2. (A) above.
 - D) Relevant accounting records for the allocation of costs will be made available for review by the Water District and Sanitary District.
 3. Personnel management including standards of performance, the discipline of employees, the control of personnel and other matters incident to performance of such services and functions contemplated herein shall be consistent with the duly adopted ordinances, resolutions and policies and practices of Water District.
 4. In performing the functions described within the Agreement, Water District shall furnish and supply all necessary administrative personnel and support services necessary to maintain the level of services to be rendered hereunder; except to the extent Sanitary District presently owns or has available administrative office space, equipment and supplies, those assets shall be available to Water District. The Water District shall compensate the Sanitary District for the reasonable cost associated with the use of these assets.

5. The Water District shall convene a joint Personnel Committee comprised of representatives from both the Water and Sanitary Boards of Commissioners with the responsibility to provide recommendations to the Water District Board of Commissioners on:
 - a. District Manager's annual performance review;
 - b. All employment hiring decisions including part time, full time, or independent contractors;
 - c. Any independent contractor performance reviews;
 - d. Any proposed staff wage and/or benefit changes.

SANITARY DISTRICT OBLIGATIONS:

1. It is the intent of Sanitary District to reimburse Water District for all direct and indirect costs incurred by Water District in providing the services described herein. The annual compensation for services provided, shall be established by Water District and Sanitary District acting reasonably and in good faith through the statutory budget process and cost allocation process.
 - A. Payment for said services rendered shall be no later than on a monthly basis by journal ledger entry and payment from the Sanitary District general fund to the Water District general fund.
 - B. Water District shall institute the appropriate financial accounting and control procedures to ensure that Sanitary District funds are expended only for the purposes set forth herein.
2. Provide recommendations on personnel decisions via participation in the joint Personnel Committee.

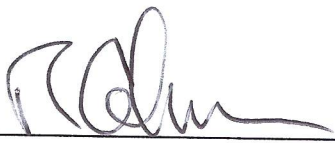
GENERAL PROVISIONS:

1. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including on appeal. All rights and remedies shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to, or waiver of, any other rights or remedies according to law.
2. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or when deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the President of either district or such other party as either district may designate by written notice to the other.

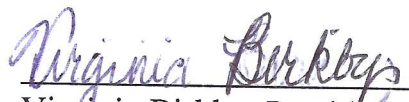
3. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The parties shall not waive, alter, modify, supplement or amend this Agreement without a written instrument signed by both parties.
4. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of the Agreement.
5. Sanitary District hereby authorizes the Water District to act on its behalf in all management functions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above. The signature of Sanitary District being by authority of its Board and the signature of Water District being by authority of its Board.

Water District:

By: 
Rick Gardner, President

Sanitary District:

By: 
Virginia Birkby, President

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

That Agreement dated June 13, 2014 between Arch Cape Sanitary District (ACSD) and Arch Cape Domestic Water Supply District, (ACDWS) attached hereto as Attachment A, is amended this 16th day of March, 2018, to provide as follows for purchase and use of a new truck.

WHEREAS, ACDWS, provides the employees and equipment for maintaining and administering the ACSD, and

WHEREAS, the ACDWS needs a new truck, and ACSD desires to contribute to the cost of the truck, as it will allow staff to better service and maintain the ACSD's system.

NOW, THEREFORE, in consideration of the mutual obligations and benefits herein set forth, the parties hereto agree to amend their Agreement as follows:

1. Contribution to Funds for Truck. ACSD will contribute to the cost of purchasing a truck, said contribution calculated by the prior three year average (58%) determined by the provisions of the Intergovernmental Agreement between the Districts. The truck will be purchased, insured, and owned by ACDWS, but used for the benefit of both Districts according to the terms of the existing Intergovernmental Agreement between the Districts.

ARCH CAPE SANITARY DISTRICT

ARCH CAPE DOMESTIC WATER SUPPLY
DISTRICT



By: Ron Schiffman, Pres.



By: Ron Schiffman, V.P.