

INTERGOVERNMENTAL AGREEMENT BETWEEN
HARNEY COUNTY AND WHEELER COUNTY
Agreement # 20-001

This Agreement is made and entered into, by and between Wheeler County, a political subdivision of the State of Oregon, hereinafter referred to as "Wheeler", and Harney County, a political subdivision of the State of Oregon, hereinafter referred to as "Harney."

WITNESSETH:

WHEREAS, pursuant to ORS 190.003 through 190.110, Wheeler and Harney are authorized to enter into an Intergovernmental Agreement for the performance of any or all functions which a party to the Agreement has the authority to perform;

WHEREAS, both Wheeler and Harney find it beneficial to enter into this Agreement in order for the parties to share the services provided by an onsite sanitarian, to be hired and supervised by Harney County; and

WHEREAS, Harney County, Wheeler County and the Department of Environmental Quality ("DEQ") entered into a Memorandum of Agreement Relating to Permitting and Inspection of Onsite Wastewater Treatment Systems ("MOA") on 3/11/2024, and the MOA is attached to this Intergovernmental Agreement as "Exhibit A" and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE/DURATION

- 1.1. This Agreement is effective upon full execution.
- 1.2. This Agreement shall remain in effect until terminated in accordance with Section 2 of this Agreement.

2. TERMINATION

This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Termination under this section shall not affect any obligations or liabilities accrued prior to the effective date of termination.

3. STATEMENT OF WORK

- 3.1 Harney agrees to:

- 3.1.1. Provide onsite sanitarian services for onsite permit application review, site evaluations, pre-cover inspections and such other services as the parties may agree upon on behalf of and for the benefit of Wheeler County.
- 3.1.2. Provide all services in accordance with a schedule approved by the parties.
- 3.2. Wheeler agrees to:
 - 3.2.1. Submit timely requests for services providing as much advance notice as reasonably possible.

4. CONSIDERATION

- 4.1. Harney shall provide services to Wheeler under this agreement on a fee-for-service basis pursuant to a fee schedule set and adopted via ordinance by Wheeler in coordination with Harney. The proposed beginning Fee Schedule is marked "Exhibit B" attached hereto and incorporated herein as though fully set forth in this document. Said Fee Schedule shall be reviewed by the parties biennially and shall include any increases of rate enacted by DEQ in the future.
- 4.2. For the work to be performed under this agreement, Wheeler's performance of its obligations hereunder is conditioned upon Harney's compliance with the provisions of ORS 279B.220, 279B.230 and 279.235, which are incorporated herein by this reference as well as Harney's compliance with all applicable State of Oregon Department of Environmental Quality rules and regulations.
- 4.3. Payment for fees as provided above shall be the complete compensation to Harney for services performed under this Agreement.

5. DELEGATION AND REPORTS

Neither Harney nor Wheeler shall delegate the responsibility for providing services hereunder to any other individual or agency without the written consent of the other party. Each party shall provide the other with periodic reports at the frequency and with the information prescribed to be reported by either party.

6. ASSIGNMENT

Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either party.

7. BINDING EFFECT

The terms of this Agreement shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.

8. AGENCY AND PARTNERSHIP

- 8.1. It is agreed by and between the parties that Harney, upon request, is carrying out a function on behalf of Wheeler, and the requesting agency has the right of direction or control of the manner in which Harney delivers services under this Agreement and exercises control over the activities of the sanitarian when providing agreed upon services. The sanitarian will at all times be an employee of Harney. Harney will be responsible for all payroll taxes, employee benefits and workers' compensation.
- 8.2. Neither party is, by virtue of this Agreement, a partner or joint venture with the other party and neither party shall have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.

9. INDEMNIFICATION

- 9.1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Wheeler shall defend, save, hold harmless and indemnify Harney and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Wheeler or its officers, employees, contractors, or agents under this Agreement.
- 9.2. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Harney shall defend, save, hold harmless and indemnify Wheeler and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Harney or its officers, employees, contractors, or agents under this Agreement.
- 9.3. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Contract. Neither party shall be liable for any damages of any sort arising solely from the termination of this contract or any part hereof in accordance with its terms.

10. NON-DISCRIMINATION

Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this agreement when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the

Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

11. ATTORNEY FEES

In the event an action, lawsuit or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

12. NO WAIVER OF CLAIMS

The failure by any party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.

13. SEVERABILITY

Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.

14. HEADINGS

The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.

15. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

16. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if

any; whether written or oral, concerning the subject matter of this Agreement which are not fully expressed or incorporated herein.

17.2. This Agreement may not be modified or amended except by a writing signed by both parties.

18. COUNTERPARTS

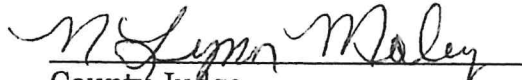
18.1 This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

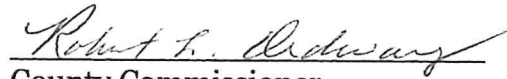
19. ENFORCEMENT

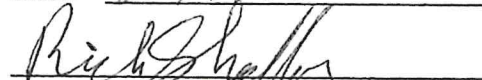
19.1 The Harney County sanitarian shall take enforcement action in Wheeler County using existing DEQ enforcement provisions implementing ORS 454.605 through 454.755.

Approved:

WHEELER COUNTY COURT



County Judge
Date 2-19-20

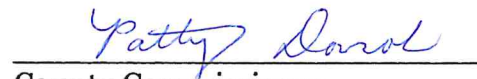

County Commissioner
Date 2-19-20

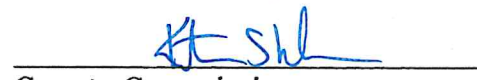

County Commissioner
Date 2/19/20

Approved:

HARNEY COUNTY COURT


County Judge
Date: 3/11/2020


County Commissioner
Date: 3/11/2020


County Commissioner
Date: 3/11/2020

THE COUNTY COURT OF THE STATE OF OREGON FOR
THE COUNTY OF WHEELER

WHEELER COUNTY ONSITE WASTEWATER TREATMENT
PROGRAM FEE ORDINANCE OF 2020

In the Matter of Implementing Fees Associated }
with Onsite Septic Services Provided by }
Harney County in Wheeler County } Ordinance 2020-01

INTENT AND PURPOSE: The intent and purpose of this Wheeler County Onsite Wastewater Treatment Program Fee Ordinance of 2020 (the “Ordinance”) is to provide a reasonable fee schedule for actions related to Onsite Wastewater Treatment Systems in Wheeler County. This fee schedule shall cover costs incurred by Harney County for activities associated with the Onsite Wastewater Treatment System Program as operated by Harney County. These services are provided to Wheeler County by Harney County through an Intergovernmental Agreement.

WHEREAS the Wheeler County Court has duly advertised a public hearing on this Onsite Wastewater Treatment System Fee Ordinance and has given consideration to all testimony received at said hearing, the County Court has determined that the establishment of a fee schedule for these services would be in the best public interest, health and general welfare of Wheeler County.

NOW THEREFORE BE IT ORDAINED BY THE COURT OF THE COUNTY OF WHEELER OF THE STATE OF OREGON:

The following fee schedule is hereby adopted and replaces all previously enacted fee schedules related to Onsite Wastewater Treatment Systems fees. These fees shall be reviewed every two years with Harney County to ensure that the fees are adequate to cover the costs associated with the Onsite Wastewater Treatment System Program in Wheeler County provided under the Intergovernmental Agreement between the two jurisdictions.

Description of Work	Fee
Site Evaluation	\$800
Construction/Installation Permits:	
Standard Onsite Sewage Disposal System	\$1138
Capping Fill System	\$1372
Gray Water Waste Disposal Sump	\$561
Pressure Distribution	\$1372
Sand Filter	\$1666
Alternative Treatment Technologies (ATT)	\$1372

Seepage Trench	\$1138
Steep Slope	\$1138
Tile Dewatering	\$1372
Holding Tank (Commercial Site only)	\$990
*If pump or siphon is used add	\$66

Repair Permits:

Major Repair (Tank & Drainfield or Drainfield)	\$651
Minor Repair (Tank Only)	\$364

Alteration Permits:

Major Alteration	\$669
Minor Alteration (Tank Only)	\$372

Authorization Notice:

Field Visit Required	\$743
Field Visit Not Required	\$265
Hardship Renewal Field Visit Required	\$743
Hardship Renewal Field Visit Not Required	\$203

Existing System Report	\$759
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Permit Transfer, Reinstatement or Renewal:

Field Visit Required	\$636
Field Visit Not Required	\$257

Land Use Review Fee (Building Code Sign Off if an application is not required)	\$52
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Public Records Request

\$7.50 + 0.25/
page if more
than 10 pages

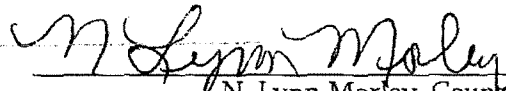
All fees include the DEQ Surcharge of \$100

Any fee not listed and all commercial fees will be based on fees set by the Oregon Department of Environmental Quality.

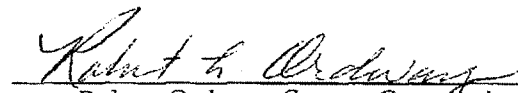
TITLE: This Ordinance shall be known as the WHEELER COUNTY ONSITE WASTEWATER TREATMENT PROGRAM FEE ORDINANCE OF 2020.

ENACTMENT, EMERGENCY DECLARED: Whereas this ordinance and the provisions herein are deemed necessary to compensate Harney County for costs incurred while performing tasks related to Onsite Wastewater Systems in Wheeler County under an adopted Intergovernmental Agreement, and the tasks to be performed by Harney County are necessary to protect the health and safety of Wheeler County residents, an emergency is hereby declared to exist and this ordinance shall be in force and effect on and from the date of approval by the County Court.

Approved this 19 day of February.




N. Lynn Morley, County Judge



Robert Ordway, County Commissioner



Rick Shaffer, County Commissioner

Attest: 

Tami Stockton, County Court Secretary