

INTERGOVERNMENTAL AGREEMENT  
MORROW COUNTY and UMATILLA COUNTY  
DRINKING WATER INVESTIGATION

WHEREAS this intergovernmental agreement is between Morrow County and Umatilla County for implementation of an Environmental Protection Agency grant to obtain additional data regarding the nitrate concentrations of private wells in the Lower Umatilla Basin Groundwater Management Area (“Grant”);

WHEREAS Morrow County applied for and was awarded an Environmental Protection Agency Grant in the amount of \$1,700,000 for drinking water investigation;

WHEREAS the project description for the scope of work for the grant was as follows: The goal of the project is to characterize the nitrate concentrations in Oregon’s Morrow and Umatilla Counties through additional well sampling, outreach to domestic well users, and evaluation of opportunities to connect well users to public water systems and other alternatives for providing safe drinking water to affected residents. Work to be accomplished includes characterizing the nitrate contamination issues in domestic groundwater wells that pose a threat to human health. Information gained will be used to understand the extent and severity of the problem to develop potential solutions. Impacted well users will also be updated with the potential health hazards and for evaluating short-term and long-term management options. The objective of the project is to understand the spatial extent of the nitrate contamination and identify areas where connection to public/community water systems is feasible. Wells will be sampled with the potential for follow-on sampling based on the initial results. Data collected through the project will be integrated with relevant data from previous sampling events into a usable database and GIS for ongoing tracking, analysis, and for a preliminary planning-level engineering analysis to evaluate alternatives for well owners impacted by the nitrate contamination. The project will also educate domestic well users and the community at large about regional nitrate issues and impacts to domestic wells as well as opportunities to participate in well sampling under the project. To identify areas where connection to public/community water systems is feasible, a database of sampled wells and geographic information system (GIS) layer(s) showing spatial analysis of nitrate levels will be developed. Community members will be made aware of nitrate contamination issues and how to protect their health through outreach materials. To evaluate alternatives and evaluate the feasibility of making connections to existing community water systems, an alternatives analysis using selected evaluation criteria along with an action plan (preliminary engineering report) will also be developed for community members and the county governments involved so that they can develop plans to mitigate nitrate contamination and potentially expand public water systems to areas of the county that are accessible to public water systems. Umatilla County coordination (\$124,000): This sub-award will support Umatilla County staff coordinating on the project for data collection in the county, staff time for development and analysis of alternatives affecting drinking water supply within Umatilla County, and travel to attend the conference and meetings described above under travel in conjunction with Morrow County staff. This sub-award is necessary to fulfill the objectives of the Congressionally Directed Spending in addressing the nitrate issues present in both Morrow and Umatilla Counties;

WHEREAS Morrow County has issued a request for proposals for engineering services related to the drinking water investigation in Morrow and Umatilla Counties, including methodology development, water testing, data management, data analysis, and infrastructure alternatives analysis, at a proposed cost of \$1,300,000;

WHEREAS ORS 190.010 authorizes Umatilla County and Morrow County to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform;

WHEREAS this agreement is to set out the obligations of each party regarding the Grant and contracted services for drinking water investigation in the counties.

NOW THEREFORE, the Counties agree to the following regarding the Grant and the services funded by the Grant for a drinking water investigation:

1. Each party will perform its duties and obligations as set out in the Memorandum of Agreement Relating to Morrow and Umatilla County Drinking Water Investigation.

2. Morrow County will provide the following under this agreement:

- A. Administer the Grant;
- B. Participate in meetings with representatives from Umatilla County;
- C. Pay for the services under the contract for consulting services;
- D. Submit any reports required by the Grant;
- E. Pay to Umatilla County the amount of \$124,000 for Umatilla County staff coordinating on the project for data collection in the county, staff time for development and analysis of alternatives affecting drinking water supply within Umatilla County, and travel to attend the conference and meetings described above under travel in conjunction with Morrow County staff.

3. Umatilla County will provide the following under this agreement:

- A. Participate in meetings with representatives from Morrow County
- B. Provide data and information for any reports required by the Grant.

4. Morrow County and Umatilla County agree to appoint a Steering Committee to assist with implementing the Grant. The committee shall consist of no more than seven (7) members, all of whom shall be appointed jointly by the Morrow County and Umatilla County Board of Commissioners.

5. Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), each party shall indemnify and hold, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, the other county, its officers, agents, and employees, harmless from any and all claims, actions, costs or damages caused by the actions of that party's employees under this IGA.

6. This agreement may be terminated by either party at any time on 90 days written notice to the other party.

**SIGNATURE PAGE TO FOLLOW**

SIGNED AND AGREED TO BY:

MORROW COUNTY  
through its Board of Commissioners

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David Sykes, Chair

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Jeff Wenholz, Commissioner

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Roy Drago, Jr., Commissioner

Date: \_\_\_\_\_

UMATILLA COUNTY  
through its Board of Commissioners

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John M. Shafer, Chair

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Celinda A. Timmons, Commissioner

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Daniel N. Dorrان, Commissioner

Date: \_\_\_\_\_