



Exhibit A

Randy Leonard, Commissioner
David G. Shaff, Administrator

1120 SW 5th Avenue, Room 600
Portland, Oregon 97204-1926
Information: 503-823-7404
www.portlandonline.com/water

184800



An Equal Opportunity Employer

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (IGA or Agreement) is entered into by and between the City of Portland, acting by and through its Water Bureau, hereafter called City and the Rockwood Water People's Utility District, hereafter called Rockwood.

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

PURPOSE

The City has sewer customers inside its City limits who reside within Rockwood boundaries. The City needs individual customer water meter reading information in order to produce metered sewer billings for its customers. The purpose of the project is for Rockwood to read all City customer water meters located within Rockwood boundaries and provide the City weekly reports of all meters read inside the City limits.

GENERAL PROVISIONS

1. **EFFECTIVE DATE AND DURATION:** This IGA is effective from the date of execution by both parties. Unless earlier terminated or extended, this IGA shall expire **June 30, 2016**.
2. **STATEMENT OF WORK:** Rockwood shall provide the City the services set out below:
 - A. Read all City customer water meters located within Rockwood boundaries.
 - B. Provide City weekly reports of all meters read inside City limits during the week.
 - C. Provide, to the best of their knowledge and based upon reasonable efforts, new service, customer and meter information.
 - D. Transmit information to City in electronic format, as requested, within District's software capabilities.
3. **COMPENSATION:** City agrees to pay Rockwood an annual sum not to exceed **\$30,000** for Fiscal Year 2011-12 to accomplish the work and an annual sum not to exceed **\$35,000** for each additional Fiscal Year thereafter. Funding for this project shall only be disbursed upon receipt of approved quarterly invoices.
 - A. City shall pay Rockwood for work performed under this Agreement after effective date set out below. Payment shall be full compensation for work performed, for services rendered, and for all labor materials and supplies.
 - B. City shall equally share the cost of Rockwood's meter reading.

- C. City cost for Rockwood year one (1) services, ending June 30, 2012, shall be at \$0.77 per meter, not to exceed \$30,000. The per meter rate shall be adjusted annually with the agreement not to exceed \$35,000 for each following year. Funding for services beyond year one (1) is contingent upon annual budget appropriation by the Portland City Council.

4. SUBSEQUENT WORK AND FINANCIAL COMMITMENTS

- A. For the annual contract beyond June 30, 2012, Rockwood shall provide City with a written scope of work and estimated per-meter read cost by March 31 of each expiring contract year. The per-read cost shall be based on Rockwood's previous year meter reading costs and anticipated needs for the new fiscal year. Rockwood and the City shall negotiate a cost per meter read by April 30 of the expiring contract year. If the City and Rockwood are unable to agree on the compensation rate by April 30, this Agreement shall terminate at the end of the current fiscal year.
- B. The City on ninety (90) days written notice prior to expiration of Agreement's current term may terminate this Agreement.
- C. Rockwood on ninety (90) days written notice prior to expiration of Agreement's current term may terminate this Agreement.

5. **PROJECT REPRESENTATIVES:** Each party has designated a project manager to be the formal representative for this agreement. All reports, notes, and other communications required under or relating to the technical aspects this IGA shall be directed to the appropriate individual.

City

Project Manager: Dave Mozuch
Organization: City of Portland
Portland Water Bureau

Address: 1120 SW 5th Avenue, Room 600
Portland, OR 97204

Phone: 503-823-4168
Fax: 503-865-3411
Email: dave.mozuch@portlandoregon.gov

Rockwood PUD

Project Manager: Harvey Barnes
Organization: Rockwood Water People's Utility District

Address: 19601 NE Halsey
Portland, OR 97230

Phone: 503-665-4179
Fax: 503-667-5108
Email: hbarnes@rwpud.org

6. **SUBCONTRACTS:** Rockwood may enter into any subcontracts for the work scheduled under this IGA provided subcontractors are selected pursuant to City's established procurement policies.
7. **AMENDMENTS:** The terms of this IGA shall not be waived, altered, modified, supplemented in any manner whatsoever, except by written amendment signed by both parties.
8. **REIMBURSEMENT:** Funding for this project shall only be disbursed upon City Council approval via City Ordinance authorizing payment. In the event this IGA is terminated pursuant to all unexpended funds shall be returned to the City within 60 days of said termination.

9. **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 no less than thirty (30) days from delivery of written notice.
- C. Either party may terminate this IGA effective not less than thirty (30) 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 not longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized under 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 ten (10) days or a longer period as granted in the cure notice, the party seeking compliance may terminate the IGA.

- 10. **FUNDS AVAILABLE AND AUTHORIZED:** The City certifies that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within current appropriation and limitation. Both 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.
- 11. **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.
- 12. **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.
- 13. **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.
- 14. **ACCESS TO RECORDS:** Both parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts and transcript.

15. **COMPLIANCE WITH APPLICABLE LAW:** Both parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this IGA. Without limiting the generality of the foregoing, parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Both party's performance under this IGA is conditioned upon either parties compliance with the provisions of ORS 279, which are incorporated by reference herein.

Rockwood, as an agency of the State of Oregon, is self-insured through the State Insurance Fund, administered by Risk Management Division, Department of Administrative Services. All Rockwood personnel, officers and employees, acting within the scope of their employment are covered for claims arising out of a single accident or occurrence, limited by ORS 30.270. Rockwood is a subject employer under the Oregon Workers' Compensation law in compliance with ORS 656.017, and will maintain workers' compensation insurance throughout the duration of this Agreement.

17. **NO THIRD PARTY BENEFICIARY:** The City and Rockwood 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.
18. **CONFLICTS OF INTEREST:** No City Officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this IGA or the proceeds thereof.

No board of director member or employee of the Rockwood, during his or her tenure or for one year thereafter, shall have any direct financial interest in the IGA or the proceeds thereof.

No City Officer or employees who participated in the award of this agreement shall be employed by Rockwood during this IGA.

19. **CONTRIBUTION:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which Rockwood is jointly liable with the City (or would be if joined in the Third Party Claim), Rockwood shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is

appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the City on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the City is jointly liable with the State (or would be if joined in the Third Party Claim), the City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

20. **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 both 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.


21. **PUBLICITY:** Publicity regarding the project shall note participation of the City of Portland.


Dated this 7/19/11

Day of June 23, 2011.

CITY OF PORTLAND

ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT


 David G. Shaff
 Administrator
 Portland Water Bureau
 Date 7.19.2011


 Harvey Barnes
 (print name)
 District Manager
 Rockwood Water People's Utility District
 Date 6-23-11

APPROVED AS TO FORM:

APPROVED AS TO FORM

Linda Meng
 City Attorney


 CITY ATTORNEY

Date 7/11/11