

**INTERGOVERNMENTAL AGREEMENT FOR SERVICES  
AGREEMENT NO. 30002580**

185411

An INTERGOVERNMENTAL AGREEMENT (Agreement) between the CITY OF PORTLAND, OREGON (City) and MULTNOMAH COUNTY, acting by and through its Department of County Human Services, Community Services Division (County) to administer the Enhanced Water/Sewer Fixture Repair Program

**RECITALS**

1. The CITY has established a Water/Sewer Fixture Repair Program to provide financial assistance to low income residence-occupied home owners to repair malfunctioning plumbing fixtures.
2. The CITY desires to continue a fixture repair program that includes repairs for behind the wall or underground plumbing repairs which shall support the City's conservation efforts and potentially reduce these home owners water and sewer costs.
3. The CITY desires to employ an organization with the specific needed information and expertise to verify participant eligibility and provide participants licensed plumbing contractor referrals.
4. The CITY has determined that the County is best qualified to administer this Enhanced Water/Sewer Fixture Repair Program.
5. The CITY has authorized a total not to exceed amount of \$125,000 to fund the program and enter into a formal agreement for a period of two (2) years with the COUNTY. Funding of \$62,500 is available in the Fiscal Year 2012-13 Budget and funding of \$62,500 is available in the Fiscal Year 2013-14. The CITY's Fiscal Year is defined as July 1 through June 30 of each year.

**NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:**

**1. EFFECTIVE DATE OF AGREEMENT**

This AGREEMENT shall be effective July 1, 2012 and terminate June 30, 2014, unless otherwise agreed to by both parties under the provisions of this Agreement.

**2. SCOPE OF CITY SERVICES**

The CITY shall provide funding for this program, public notification, and general support in accordance with the terms and conditions of this agreement.

**3. SCOPE OF COUNTY SERVICES**

A. The COUNTY shall perform the services described below:

- 1) Provide income eligibility and home owner verification for the Fixture Repair Program with customers meeting 60% of State of Oregon median income guidelines;
- 2) Provide qualified low-income home owners referrals to a licensed plumbing contractor;
- 3) Limit the materials and services cost per client to \$2,600 annually unless approved by the CITY Project Manager prior to beginning work;
- 4) Limit assistance under this program to one (1) time each year and only to owner occupied homes where the owner is responsible for paying the water/sewer bill;

- 5) Replace rather than repair leaking or broken toilet fixtures. If there is repair work on the floor or walls of the structure as a result of the toilet replacement, the CITY shall pay up to \$500 of the repair costs once repair has been completed and inspected;
- 6) Verify that all repairs made conform with CITY/COUNTY codes;
- 7) Verify the quality and completeness of all work performed;
- 8) Verify the subcontractor's secure required permits from the CITY, when applicable;
- 9) Pay subcontractor invoices for material, permits and labor in a timely manner;
- 10) Evaluate client satisfaction after work is completed and include evaluation in final Report to CITY;
- 11) Perform Water Audit to qualified customers. Each audit shall include the following:
  - a. Complete Water Audit form as provided by the CITY for each customer.
  - b. Identify and catalogue the location and severity of leaks in the water systems and fixtures including but not limited to faucets, toilets, and pipes.
  - c. Place dye tablets in toilets to determine water leaks from the tank to the bowl due to a faulty toilet flapper.
  - d. Identify and catalogue inefficient fixtures such as toilets, showerheads, and faucet fixtures.
  - e. Measure flow at all showerheads and faucets.
  - f. Catalogue front loading or standard washing machines and dishwasher information present or not.
  - g. Demonstrate to customers how to read water meter and check for leaks by utilizing the meter leak detection dial. This shall be completed either at the meter or through a diagram provided in the education material in the packet provided by the utility.
  - h. Install or leave behind the following devices as needed:
    - 1.5 gpm high performance showerheads;
    - GPM bubble spray high performance bathroom faucet aerators;
    - 1.5 gpm with temporary shut off high performance kitchen swivel faucet aerators;
    - Toilet displacement bags; and
    - Toilet fill-cycle diverters.
- 12) Distribute water conservation information packet as prepared by the water providers to each participant;
- 13) Provide field data in an Excel worksheet to the CITY's Project Manager as directed; and
- 14) Provide hard copies of assessment forms to the CITY's Project Manager as directed.

#### 4. BILLING PROCEDURES AND COMPENSATION

- A. The CITY has authorized a total not to exceed amount of \$125,000 to fund the program and enter into a formal agreement for a period of two (2) years with the COUNTY. Funding of \$62,500 is available in the Fiscal Year 2012-13 Budget and funding of \$62,500 is available in the Fiscal Year 2013-14. The CITY's Fiscal Year is defined as July 1 through June 30 of each year.
- B. The City shall pay the County \$35 per audit completed and documented. The \$35 fee is included within the not to exceed amount of \$125,000.
- C. Compensation for all services performed in carrying out the repairs including work, services, supplies, materials, equipment, incidentals, and COUNTY administration fee which shall be 9.96% of each billing. The COUNTY shall coordinate with the CITY'S Project Manager thirty (30) days prior should compensation exceed the estimated annual total identified in this agreement. The Administration fee is included within the annual allocated funds provided to the COUNTY by the CITY.
- D. By the 15<sup>th</sup> of each month after the effective date, the COUNTY shall submit to the CITY an invoice for work performed during the previous month. Each invoice shall include a copy of the Work Order Funding Snapshot, the County Weatherization Work Order, and the invoice from the plumber for all work included in the invoice. If the invoice included Water Audit charges, the hard copy of the Audit results shall be included with the bill.
- E. The CITY shall pay the COUNTY for each submitted monthly bill within thirty (30) days of approval by the CITY'S Project Manager. Invoices shall be submitted electronically to [wbaps@portlandoregon.gov](mailto:wbaps@portlandoregon.gov) or to:  
  

City of Portland Water Bureau  
Attn: Accounts Payable  
1120 SW 5<sup>th</sup> Avenue  
Room 609  
Portland, OR 97204
- F. The COUNTY is responsible for paying all invoices and statements related to performing the services required under this Agreement.
- G. The COUNTY shall fully cooperate with a CITY Audit of the records at any time. The COUNTY shall also fully cooperate with an audit to account for all expenses if necessary.

#### 5. PROGRESS REPORTING REQUIREMENTS

- A. The COUNTY shall prepare and submit to the CITY's Project Manager the following reports, which shall be in addition to the reports submitted with each monthly billing:
  - 1. A quarterly report summarizing the information on completed jobs. Quarterly reports are due within thirty (30) days after the end of each quarter: October 30, January 30, and April 30. The COUNTY shall submit one (1) hard copy and one (1) copy of the report in an electronic format accessible to the CITY's Project Manager.
  - 2. A final report is due to the CITY's Project Manager by July 30, 2013. The report shall summarize the year's program and includes the following:
    - a. A narrative of program progress and results.
    - b. Client Evaluations of the program.

## 6. GENERAL AGREEMENT PROVISIONS

- A. **TERMINATION.** This agreement may be terminated by either party. At the end of the first contract year, the CITY shall review that year's final report before continuing into a second and any subsequent year(s) program.
- B. The CITY on thirty (30) days written notice may terminate this Agreement.
- C. The COUNTY on ninety (90) days written notice may terminate this Agreement.
- D. **NON-DISCRIMINATION.** In carrying out activities under this contract, neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, age handicap, familial status or national origin. Either party shall take affirmative actions to insure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- E. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copy and audit.
- F. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, the COUNTY shall indemnify, defend and hold harmless the CITY from and against all liability, loss and costs arising out of or resulting from the acts of the COUNTY, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300 the CITY shall indemnify, defend and hold harmless the COUNTY from and against all liability, loss and costs arising out of or resulting from the acts of CITY, its officers, employees and agents in the performance of this agreement.
- G. **INSURANCE.** The COUNTY 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 COUNTY personnel, officers and employees, acting within the scope of their employment are covered by ORS 30.270. The COUNTY is a subject employer under the Oregon Workers' Compensations law in compliance with ORS 656.017, and shall maintain workers' compensation insurance through the duration of this Agreement.
- H. **SUBCONTRACTING.** The COUNTY shall not subcontract its work under this Agreement, with the exception of work identified in Section 3a. The COUNTY shall assure that all subcontractors used to perform the home plumbing services under this Agreement, meet the CITY'S Codes pertaining to permits, workmen's compensation, licensing, and all other requirements.
- I. **OREGON LAWS AND FORUM.** This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the CITY and the COUNTY arising under this contract or out of work performed under this contract shall occur, in the state courts, in the Multnomah County Court having jurisdiction thereof and if in the federal Courts, in the United States District Court for the State of Oregon.

- J. FUNDS AVAILABLE AND AUTHORIZED.** The CITY certifies that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within current appropriation and limitation. In the event of any extension or non-appropriation, the CITY shall notify the COUNTY its intent to terminate this Agreement.
- K. CAPTIONS.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- L. SEVERABILITY.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- M. 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 agree 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; (v) Any applicable sections of ORS Chapter 279, and (vi) all other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- N. FORCE MAJEURE.** Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.
- O.** The CITY and the COUNTY are the only parties to this Agreement and such are the only parties entitled to enforce its terms. Nothing contained in this Agreement 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.
- P. MERGER CLAUSE.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement 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 Agreement.

## 7. AMENDMENTS

The CITY and COUNTY may amend this Agreement at any time only by written amendment executed by the CITY and COUNTY. The CITY's Water Bureau Administrator shall be authorized to approve amendments for the City to this Agreement that do not increase the total contract amount above 25% of the original Agreement amount.

## 8. CITY AND COUNTY PROJECT MANAGERS

- A.** The CITY Project Manager shall be Brad Blake or such other person as shall be designated in writing by the Portland Water Bureau. All notices to CITY shall be directed to:

Brad Blake, Project Manager  
City of Portland  
1120 SW 5<sup>th</sup> Ave – 6<sup>th</sup> floor  
Portland, OR 97204

- B. The COUNTY Project Manager shall be Christina L. Kenney or such other person designated in writing by the COUNTY. All notices to COUNTY shall be directed to:

Christina L. Kenney, Project Manager  
Multnomah County- Department of County Human Services  
421 S W Oak St Ave - Suite 200  
Portland, OR 97204

## 9. OWNERSHIP OF DOCUMENTS

- A. The CITY and COUNTY shall jointly own any and all data, documents, plans copyrights, specifications, working papers, and any other materials the COUNTY produces in connection with this Agreement.
- B. The COUNTY upon request by the CITY shall provide the CITY copies of the materials referred to in Subsection A of this section including any electronic files containing the materials.

## 10. PERIOD OF AGREEMENT

The term of this agreement shall be effective as of July 1, 2012 and shall terminate effective June 30, 2014. The obligations and duties of this Agreement shall be binding on the COUNTY during any period of the COUNTY has control of the funds or program income under this agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

### City OF PORTLAND

### MULTNOMAH COUNTY

David Shaff, Administrator  
Portland Water Bureau

Date

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney

CITY ATTORNEY

LaVonne Griffin-Valade  
Auditor of the City of Portland

Date

*Susan Myers*  
for Susan Myers, Director, Department of  
County Human Services

Date

REVIEWED:

*APPROVED BY PATRICK HENRY*  
Patrick Henry, Assistant County Attorney

Date