



Nick Fish, Commissioner
Michael Stuhr, P.E., Administrator

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



INTERGOVERNMENTAL AGREEMENT

CITY OF PORTLAND AGREEMENT NO.: 30005637

This Intergovernmental Agreement (IGA or Agreement) is entered into by and between the City of Portland, Oregon, acting by and through its Water Bureau, hereafter called "City" and the Multnomah County Department of Community Justice, Juvenile Services Division, hereafter called "County." This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

RECITALS

- A. The City, as part of its operational plan, hires seasonal workers to supplement existing resources to address temporary, fluctuating workloads.
- B. The City has had a commitment to hire Portland area youth as a major component of its temporary work force.
- C. In particular, the City is interested in, and has objectives in, hiring young at risk youth in an effort to assist broader community goals as well as filling the needs of the City.
- D. The City has worked with the County's Juvenile Justice Project Payback Program in a very successful effort to address the City's objectives.
- E. The City Council has authorized the Bureau of Water Works to enter into a five-year formal Agreement in the sum of \$75,000 per fiscal year. The City currently has funding for this Agreement in Fiscal Year (FY) 2016-17 and intends to request funds in FY 2017-18 through FY 2020-21.

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:

1. STATEMENT OF WORK

The County shall perform the work (the "Work") as set forth in the Statement of Work and that is attached hereto as Exhibit A and incorporated herein by this reference. 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.

2. TERM

Work shall commence on the effective date of this Agreement. The effective date of this Agreement is July 1, 2016. The expiration date of this agreement shall be June 30, 2021. This Agreement is subject to renewal only by mutual written agreement of the parties.

3. BILLING PROCEDURES AND COMPENSATION

- A. The City has authorized a total not to exceed amount of \$375,000 to fund the program and enter into a formal agreement for a period of five years. Funding of \$75,000 is available in the Fiscal Year (FY) 2016-17 Budget and funding of \$300,000 shall be requested in FY 2017-18 through FY 2020-21 Budgets. The City's Fiscal Year is defined as July 1 through June 30 of each year.

B. Funding for the work shall only be disbursed upon City Council approval via City Ordinance authorizing payment. In the event this Agreement is terminated pursuant to Section 5 all unexpended funds shall be returned to the City within 60 days of said termination

C. The City's policy to pay its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, the County shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <http://www.portlandoregon.gov/bfs/article/409834?>

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into *the County's* accounts with financial institutions. All payments shall be in United States currency. Payment of any invoice, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next monthly payment until the dispute is resolved.

D. By the 15th of the month following the end of the previous month after the effective date, the County shall submit to the City an invoice for work performed during the previous month. Each invoice shall identify the work that has been completed per the terms of this Agreement.

E. Invoices shall only be submitted to the Portland Water Bureau Finance Office electronically. Email address is as follows: wbaps@portlandoregon.gov

F. 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.

4. NOTICES

Unless otherwise stated in this Agreement, the designees named below shall be the contact for all activities relating to the Work/Services to be performed under this Agreement.

Multnomah County Department of Community Justice (Technical Contact):

Name: Lisa Lewis
Address: 421 SW 5th Ave.
Portland, OR 97204
Phone: (503) 988-4628
Email: lisa.lewis@multco.us

City (Technical Contact/Project Manager):

Name: Tom Klutz
Address: 1120 SW 5th Avenue, Room 600
Portland, OR 97204
Phone: (503) 823-7503
Email: tom.klutz@portlandoregon.gov

Multnomah County Department of Community Justice (Administrative):

Name: Michael Navarro
Address: 501 SE Hawthorne
Portland, OR 97214
Phone: (503) 988-7883
Email: Michael.r.navarro@multco.us

City (Administrative):

Name: Corrina Rodriguez
Address: 1120 SW 5th Avenue, Room 600
Portland, OR 97204
Phone: (503) 823-7550
Email: corrina.rodriguez@portlandoregon.gov

5. TERMINATION

This Agreement may be terminated by either party. The City on thirty (30) days written notice may terminate this Agreement. The County, on thirty (30) days written notice, may terminate this Agreement.

6. 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 or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7. 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 Agreement for the purpose of making audit, examination, excerpts and transcript.

8. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, 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 negligent or intentionally wrongful 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, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300) City shall indemnify, defend and hold harmless the County from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of City, its officers, employees and agents in the performance of this Agreement.

9. INSURANCE

The County shall each be responsible for providing workers compensation insurance as required by law.

10. SUBCONTRACTING AND ASSIGNMENT

The County shall not subcontract its work under this Agreement, with the exception of work identified in this Agreement or attached Statement of Work, without the written consent of the other party. The County shall assure that all subcontractors used to perform the services under this Agreement, meet the City Codes pertaining to permits, workmen's compensation, licensing, and all other requirements.

11. DISPUTES

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the County or his/her designee and the City of Portland Water Bureau Administrator or his/her designee for resolution.

12. OREGON LAWS AND FORUM

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the City and 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.

13. 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. The City's contribution for the five year term of the Agreement is contingent upon receipt of approval by City Council and upon continuation of funding.

14. 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.

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; (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.

16. 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.

17. NO THIRD PARTY BENEFICIARY

The City and 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.

18. 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.

19. 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, upon approval by City Council, is 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. The County shall submit a written request to the City's Technical Contact/Project Manager prior to any amendments to the Agreement. Any amendment to the Agreement shall require the signature of both parties approving authorities.

20. 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 produced in connection with this Agreement.
- B. The County, upon request by the City shall provide the City copies of the materials referred to above, including any electronic files containing the materials.

21. 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.


22. 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 Agreement or the proceeds thereof. No board of director member or employee of the County, during his or her tenure or for one year thereafter, shall have any direct financial interest in the Agreement or the proceeds thereof. No City Officer or employees who participated in the award of this agreement shall be employed by the County during this Agreement.

23. COUNTERPARTS

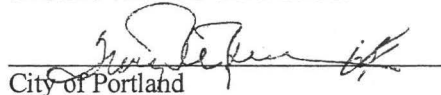
This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

CITY OF PORTLAND


Michael Stuhr, P.E.
Portland Water Bureau Administrator

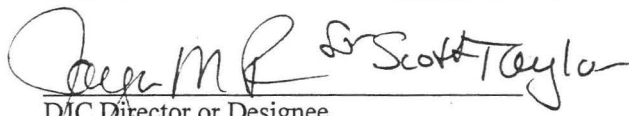
12/28/16
Date

APPROVED AS TO FORM


City of Portland
City Attorney

12/22/16
Date

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY JUSTICE – JUVENILE SERVICES DIVISION


DJC Director or Designee

12/19/16
Date

EXHIBIT A
Statement of the Work

General Information

The Multnomah County Department of Community Justice, Juvenile Services Division, (County) shall provide workers and services specifically to the City of Portland's Water Bureau (City) for a five-year period.

The County's workers shall provide outdoor maintenance and landscape services to the City at locations throughout the City. The locations for services vary from urban to remote, which we take care in causing minimal impact to the public. A general orientation will occur before work begins at each site for the season. Ongoing communication between the two agencies will occur to coordinate site information as necessary.

County's Deliverables:

1. County shall recruit and hire at risk youth under the County's Juvenile Services' Project Payback program. At risk youth (workers) shall provide maintenance of City ground sites.
2. County shall provide Crew Leader(s) who shall insure continuous on-site supervision.
3. County shall provide transportation to and from City work sites for workers and crew leaders.
4. County shall provide appropriate materials, supplies, equipment, power tools, safety equipment and incidentals necessary to perform the work.
5. County's workers shall use safety equipment when required for the tasks to be performed.
6. The County's workers shall participate in an orientation that covers general job duties, work rules, expected appropriate behavior, consequence of inappropriate behavior, and to be safe and respectful to those around them and the community.
7. County workers shall utilize appropriate interventions to ensure compliance with program expectations and ensure secure and safety supervision of work crews.
8. County shall locate all debris at a centralized location indicated by City personnel.
9. County shall secure work site upon departure.
10. County workers shall be courteous and respectful to the community.

Responsibilities of the City:

1. City shall identify work site locations, orientation of the site, and work to be completed on a weekly basis to the County.
2. City shall be responsible for the removal of debris from a pre-determined centralized debris pile.
3. City's designated representative shall inspect work sites after County's completion of work.
4. City shall provide hand tools in support of work performed by the County.
5. The City shall provide City contacts for County staff to provide daily summaries of work completed.

County's Representative(s):

Thanh Dang, Program Manager 503-988-3966

Gina Thornton, Crew Leader 503-988-3460 ext. 29332

Shawn Briggs, Crew Leader 503-988-3460 ext. 24057

City's Designated Representatives:

Tom Klutz, Project Manager at 503-823-7503

Rich Rice, Primary 503-823-8740

Craig Ogden, Alternate 503-823-8741

Marge Tancre, Alternate 503-823-2709

For Emergency Only, contact 503-823-8394

Budget Information:

July 1, 2016 through June 30, 2017: Funding \$75,000

July 1, 2017 through June 30, 2018: Funding \$75,000

July 1, 2018 through June 30, 2019: Funding \$75,000

July 1, 2019 through June 30, 2020: Funding \$75,000

July 1, 2020 through June 30, 2021: Funding \$75,000

TOTAL: \$375.000