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## INTERGOVERNMENTAL AGREEMENT

CITY OF PORTLAND INTERGOVERNMENTAL AGREEMENT NO.: 30008385

Project Name: Lead Hazard Reduction Program

Pursuant to Ordinance Number       

This Intergovernmental Agreement (“IGA” or “Agreement”) is entered into by and between the City of Portland, Oregon, acting through its Water Bureau (“City”), and the Multnomah County Health Department (“MCHD”). This IGA is authorized pursuant to ORS 190.010 and becomes effective upon full execution.

### RECITALS:

- A. For purposes of complying with the Lead and Copper Rule for drinking water, the City funds lead poisoning prevention programs through the Lead Hazard Reduction Program.
- B. MCHD operates a Lead Poisoning Prevention Program under its Environmental Health Services program, which is part of the Public Health Division.
- C. MCHD is capable and willing to administer funding to implement the LeadLine, a centralized information and referral source for lead poisoning prevention information, and provide lead-related investigations and public health surveillance.
- D. The City desires to enter into a formal agreement with MCHD to provide a not to exceed amount of \$129,000 in exchange for MCHD’s performance of the Scope of Work identified in Section 1, below (“the Project”). Funding of \$129,000 is available in the Fiscal Year (FY) 2023-24 pending City Council approval of the final budget and City Council approval through Ordinance.

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### 1. SUMMARY STATEMENT OF WORK

The following is a summary of required tasks and services that shall be completed by the MCHD through this Agreement. Attached as Exhibit A is the Statement of Work which details the required tasks and services that shall be completed by MCHD. Attached as Exhibit B is the Budget Detail that shall be used and followed by MCHD throughout the term of the Agreement. Attached as Exhibit C is the Reporting Table that shall be used and followed by MCHD to track and report their achievements.

- A. **LeadLine** – MCHD shall administer a fully dedicated phone line to provide easy access to people seeking information, resources, and assistance dealing with hazards associated with lead exposure.
- B. **Water Testing Intake** – MCHD shall collect requests for lead-in-water test kits and send the list of requests to the City on a weekly basis.

**C. Intervention, Investigation, and Case Management Services** – MCHD shall provide intervention, investigation, or case management services on cases with blood lead levels of 3.5 micrograms per deciliter or above.

**2. TERM**

Work shall commence on the effective date of this Agreement. The effective date of this Agreement shall be July 1, 2023. The expiration date of this Agreement shall be June 30, 2024.

**3. BILLING PROCEDURES AND COMPENSATION**

**A.** The City has authorized a total not to exceed amount of \$129,000 to fund the services required under this Agreement. Funding of \$129,000 is available in the Fiscal Year 2023-24. The City's Fiscal Year is defined as July 1 through June 30 of the following year.

**B.** Funding for this Agreement shall only be disbursed upon the City's approval. In the event this Agreement is terminated, all unexpended funds shall be returned to the City within sixty (60) calendar days of said termination

**C.** The City pays its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, MCHD shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <https://www.portlandoregon.gov/brfs/article/658568>.

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into MCHD 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 fifteenth (15th) of the month following the end of the previous month after the effective date, the MCHD shall submit to the City an invoice for work performed during the previous month. Each invoice shall identify the tasks that have 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](mailto:wbaps@portlandoregon.gov)

**F.** MCHD shall fully cooperate with a City Audit of the records at any time. MCHD shall also fully cooperate with an audit to account for all expenses if necessary.

**G.** The City shall pay all amounts to which no dispute exists within thirty (30) calendar days of receipt of the invoice. 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 progress payment until the dispute is resolved. The MCHD shall make full payment to its subcontractors within ten (10) business days following receipt of any payment made by the City to MCHD.

**4. NOTICES**

Unless otherwise stated in this Agreement, the designees named below shall be the contact for all activities relating to the work or services to be performed under this Agreement.

**MCHD (Technical Contact):**

*Brendon Haggerty, Program Supervisor*  
847 NE 19th Ave, Suite 350  
Portland, OR 97232  
503-988-9402  
[brendon.haggerty@multco.us](mailto:brendon.haggerty@multco.us)

**City (Project Manager):**

*Sarah Messier, Program Coordinator*  
1900 N Interstate Ave, B320  
Portland, OR 97227  
503-823-1547  
[sarah.messier@portlandoregon.gov](mailto:sarah.messier@portlandoregon.gov)

**5. TERMINATION**

This Agreement may be terminated by either party. The City on thirty (30) calendar days written notice may terminate this Agreement. MCHD on ninety (90) calendar days written notice may terminate this Agreement.

**6. NON-DISCRIMINATION**

In carrying out activities under this Agreement, neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, age handicap, familial status, or national origin. Each party shall take affirmative actions to ensure 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.

**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, MCHD 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 MCHD, 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) the City shall indemnify, defend, and hold harmless the MCHD 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**

MCHD shall be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage. All MCHD personnel, officers and employees, acting within the scope of their employment, are covered by ORS 30.270. MCHD 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.

**10. SUBCONTRACTING AND ASSIGNMENT**

MCHD shall not subcontract its work under this Agreement, except for work identified in this Agreement and the attached Statement of Work, without the written consent of the City. MCHD shall assure that all subcontractors used to perform the services under this Agreement meet Portland City Code 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 MCHD or their designee and the City of Portland Water Bureau Director or their 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 MCHD arising under this Agreement or out of work performed under this Agreement shall occur, if 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.

**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 Agreement. 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) Oregon's Public Records Act; (iv) the Americans with Disabilities Act of 1990 and ORS 659A.142; (v) all regulations and administrative rules established pursuant to the foregoing laws; (vi) Any applicable sections of ORS Chapter 279, and (vii) all other

applicable requirements of federal and state civil rights and rehabilitation statues, 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 MCHD are the only parties to this Agreement and 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 MCHD may amend this Agreement at any time only by written amendment executed by the City and MCHD. The City of Portland Water Bureau Director is authorized to approve amendments for the City to this Agreement that do not increase the total Agreement amount above 25% of the original Agreement amount. The MCHD 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 MCHD shall jointly own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials produced in connection with this Agreement.
- B.** MCHD 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 Agreement 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 Agreement for any cause.

**22. CONFLICTS OF INTEREST**

No City officer or employee, during their tenure or for one (1) year thereafter, shall have any interest, direct, or indirect, in this Agreement or the proceeds thereof. No board of director member or employee of MCHD, during their tenure or for one (1) year thereafter, shall have any direct financial interest in the Agreement or the proceeds thereof.

**23. CITY AUDITS**

City, either directly or through a designated representative, may conduct financial and performance audits of MCHD's records related to this Agreement at any time in the course of the Agreement and during a six (6) year records retention period. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

**24. ACCESS TO RECORDS**

City may examine, audit and copy MCHD's books, documents, papers, and records relating to this Agreement at any time during the records retention period upon reasonable notice. MCHD shall make copies of applicable records available upon City 's request.

**25. 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 MCHD, is jointly liable with the City (or would be if joined in the Third Party Claim ), MCHD 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 on the one hand and of the MCHD 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 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. MCHD 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.

**26. 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.

The parties agree the City and MCHD may conduct this transaction, including any Agreement amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this Agreement in accordance with the terms and conditions made part of this Agreement, and Exhibit A: Scope of Work, Exhibit B: Budget and Exhibit C: Reporting Template made part of this Agreement by reference.

Multnomah County Health Department

BY: Valdez Bravo / wj Date: April 20, 2023

Name: Valdez Bravo

Title: Interim Health Department Director

**INTERGOVERNMENTAL AGREEMENT NUMBER: 30008385**

**PROJECT TITLE: Lead Hazard Reduction Program**

**CITY OF PORTLAND SIGNATURES:**

By: \_\_\_\_\_

Portland Water Bureau Director

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

Approved as to Form:

By: \_\_\_\_\_

Office of City Attorney

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



## **Exhibit A**

### **Statement of Work**

#### **INTERGOVERNMENTAL AGREEMENT NO. 30008385**

##### Task 1. Public information and referrals

MCHD shall function as the first stop for public information, referral, and resources on lead poisoning prevention, including questions from the public with concerns about lead in water. The LeadLine will provide proven public health experience and expertise to all community-facing interactions on the issue of lead in water (and other sources of exposure), supported with data gathered over many years and hundreds of elevated blood lead level investigations.

##### Task 2. Water test kit intake

Through the LeadLine, MCHD will collect and process requests for lead in water test kits and forward requests to Portland Water Bureau on a weekly basis. Requests will be received by phone, email, through the website, and will be available in multiple languages.

##### Task 3. Surveillance of population health, investigation, and case management

To ensure water treatment effectiveness, MCHD will offer an Elevated Blood Lead Level (EBLL) Investigation for all venous blood lead levels in children <18 and pregnant persons at or above the current CDC recommended public health intervention level of 3.5 micrograms per deciliter ( $\mu\text{g}/\text{dL}$ ). MCHD will provide ongoing surveillance and case management for all elevated blood lead levels cases and, depending on circumstances, partner with the Oregon Health Authority, Portland Housing Bureau, or other agencies, to better serve the community. Collaborating with the Oregon Health Authority on a quarterly scan of surveillance data, MCHD will follow up on matching EBLL and water test results.

Elevated Blood Lead level Investigations shall be conducted by the certified lead risk assessor to identify contributing factors that may be causing the elevated blood lead level. Home investigations can be conducted in-person or, virtually through phone or video calls. The Risk Assessor shall provide the family with strategies and resources that assist them to remove or reduce lead hazards and lower the child's or pregnant person's EBLL. Strategies may include behavioral education, information on environmental triggers, linking the family to the lead hazard reduction or lead abatement resources. The Risk Assessor shall continue to provide the family with case management services until the case is closed by the state of Oregon when the EBLL declines to normal levels. Case management services include contacting the provider and the family to track the lead levels and assure that testing is being done routinely.

##### Task 4. Performance measures

MCHD shall track and report on the following levels of service to the City during the period of this agreement using the following:

- Number of contacts received and responded to by LeadLine staff
- Number of children with elevated blood lead levels receiving case management services
- Probable source of elevated blood lead level cases that had a home investigation
- Number of water tests requested

Task 5. Reporting

MCHD shall provide the CITY Project Manager with a quarterly progress update via email by October 16, 2023, January 16, 2024, April 15, 2024, and July 15, 2024. MCHD shall provide the CITY Project Manager an annual report summarizing all activities completed by July 15, 2024.

## Exhibit B Budget Detail

INTERGOVERNMENTAL AGREEMENT NO. 30008385

<b>Multnomah County Health Department FY 24 LHRP Budget</b>			
Expenditure	PWB Contract Funds	In-kind	Actual Program Costs
Personnel	\$ 113,717		\$ 113,717
Materials, Supplies and Professional Services			\$ -
Internal Services		\$ -	\$ -
Indirect @ 13.44 % of Personnel	\$ 15,283	\$ -	\$ 15,283
<b>TOTAL REQUESTED BUDGET</b>	<b>\$ 129,000</b>	<b>\$ -</b>	<b>\$ 129,000</b>
<b>Total MCHD In-kind = 0%</b>			
Personnel	PWB Contract Funds	In-kind	Total
Brendon Haggerty, Manager 1, 0.1 FTE	\$ 18,001	\$ -	\$ 18,001
Perry Cabot, Program Specialist Bilingual, 0.5 FTE	\$ 85,500		\$ 85,500
Anitra Lambert, Office Assistant 2, 0.1 FTE	\$ 10,216	\$ -	\$ 10,216
		\$ -	\$ -
		\$ -	\$ -
<b>Personnel Total</b>	<b>\$ 113,717</b>	<b>\$ -</b>	<b>\$ 113,717</b>
<b>DIRECT COST TOTAL</b>	<b>\$ 113,717</b>	<b>\$ -</b>	<b>\$ 113,717</b>
<b>Indirects @ 13.44% of Personnel</b>	<b>\$ 15,283</b>	<b>\$ -</b>	<b>\$ 15,283</b>
<b>GRAND TOTAL</b>	<b>\$ 129,000</b>	<b>\$ -</b>	<b>\$ 129,000</b>

**INTERGOVERNMENTAL AGREEMENT**

**Exhibit C – Reporting Table**

<b>Performance measure</b>	<b>Goal reached this quarter</b>	<b>Year to date totals</b>
LeadLine: Number of calls received /total contacts responded to by the LeadLine		
Case management services: number of new cases received		
Case management services: number of investigations		
Number of lead-in-water test kits ordered		

Probable sources of lead exposure for cases with an investigation: