

2379

Calendar No. ~~2326~~

ORDINANCE No. 156718

Title

An Ordinance authorizing the Mayor and Auditor to execute an intergovernmental agreement with the Rose City Water District to provide for the orderly transition of domestic water supply services to the City, and to provide for the personnel rights, benefits and privileges of those employees affected by transfer of service between the City and District.

OCT 24 1984

PASSED TO SECOND READING

OCT 31 1984

OCT 19 1984

Filed

JEWEL LANSING

Auditor of the CITY OF PORTLAND

By J. Dennis Nelson
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS

	Yeas	Nays
JORDAN		
LINDBERG	✓	
SCHWAB	✓	
STRACHAN	✓	
IVANCIE		—

FOUR-FIFTHS CALENDAR

JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

INTRODUCED BY	Mayor Ivancie
NOTED BY THE COMMISSIONER	
Affairs	
Finance and Administration	FJ/c/s
Safety	
Utilities	
Works	
BUREAU APPROVAL	
Bureau	Office of Fiscal Administration
Prepared By:	Date: 10/19/84
David Lawrence	
Budget Impact Review:	
<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Not required
Bureau Head	Mark S. Gardner
CALENDAR	
Consent	Regular <input checked="" type="checkbox"/>
NOTED BY	
City Attorney	CPT
City Auditor	
City Engineer	

ORDINANCE No. 156718

An Ordinance authorizing the Mayor and Auditor to execute an intergovernmental agreement with the Rose City Water District to provide for the orderly transition of domestic water supply services to the City, and to provide for the personnel rights, benefits and privileges of those employees affected by transfer of service between the City and District.

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland (City) adopted an Urban Services Policy which provides for the establishment of an Urban Services Boundary and establishes the City's role as the principal provider of municipal services within that Boundary (Resolution 33327).
2. The Urban Services Policy is expected to result in the annexation of the area within the Urban Services Boundary and an orderly transition of urban services by July 1986.
3. The Rose City Water District (District) is currently providing domestic water supply services to a portion of the unincorporated area which is anticipated to be impacted by annexation.
4. The City and District agree that it is necessary for the City and the District to enter into an intergovernmental agreement which provides for the transition of water services within the district.
5. That ORS 190.003 et seq and Charter Sections 1-101, 1-102, 2-105 and 13-201 authorize the City to enter into an intergovernmental agreement with another unit of local government for the assumption, consolidation or transfer of services, and ORS 190.020 requires that such agreements, where applicable, provide for the transfer of personnel and preservation of their employment benefits.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized and directed to execute an agreement with the Rose City Water District to provide for the transition of domestic water supply services, said agreement to be substantially in conformance with Exhibit A, attached, and by reference made a part of this ordinance.

Passed by the Council. **OCT 31 1984**

Mayor Ivancie
October 19, 1984
DL:k11

Jewel Lansing

Auditor of the City of Portland

By

Edna Cowen Deputy

Exhibit A
ROSE CITY WATER DISTRICT
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into pursuant to the authority granted in Chapter 190 of Oregon Revised Statutes to effectuate economy and efficiency in government, by and between the CITY OF PORTLAND, a municipal corporation, organized and existing under the Constitution and laws of the State of Oregon, hereinafter called the "City," and the ROSE CITY WATER DISTRICT, operating under Chapter 264 of Oregon Revised Statutes, hereinafter called the "District." This Agreement is to provide the transfer of responsibility for water services from the District to the City and to establish, for affected City and District personnel, certain rights, benefits and privileges.

WITNESSETH

RECITALS

WHEREAS, many citizens and property owners in currently unincorporated areas of Multnomah County are desirous of the City meeting the area's urban service needs; and

WHEREAS, the City has adopted an Urban Services Policy which will result in its providing municipal services to various unincorporated areas presently within Multnomah County, primarily by annexation; and

WHEREAS, there is considerable interest and support for annexation in the community; and

WHEREAS, the City and District expect that the District will be annexed to the City by March 31, 1985; and

WHEREAS, the District will transfer water service functions from the District to the City; and

WHEREAS, the public interest is served by the City and District planning together for the orderly transition of service responsibilities as annexation occurs; and

WHEREAS, ORS 190.003 et seq provide for intergovernmental agreements between units of local government, including the City and the District; and

WHEREAS, the providing of transferred water services by the City will impact employees because the job duties of District employees will be transferred from the District to the City as service functions are transferred; and

WHEREAS, 190.020 requires that intergovernmental agreements, where applicable, provide for the transfer of personnel and the preservation of their employment benefits; and

WHEREAS, the parties recognize the statutory rights of affected City and District employees; and

WHEREAS, the City and District intend to maintain or improve the quality of water service and to preserve to the extent possible the job security of any City or District employee affected by employee transfers;

NOW, THEREFORE, PURSUANT TO THE PROVISIONS OF ORS 190.003 et seq, THE CITY AND DISTRICT AGREE AS FOLLOWS:

1. Purpose. This agreement provides for the orderly transition of water service responsibilities from the District to the City including the provision of information on the effects and benefits of this Agreement to the District's customers, the transfer of employees of the District, the dissolution of the District, and the assumption of District assets and liabilities by the City.

2. Information on Annexations. The District shall assist in informing District customers about the effects and benefits of this Agreement. The City and the District together shall coordinate the dissemination of information about this Agreement. The dissemination will include a newsletter from the District, to District customers, mailed at City expense, within 30 days of the adoption of this Agreement, and an information flyer for public distribution within 14 days of the adoption of this Agreement. Additional dissemination activities may include District presentations at neighborhood meetings, District meetings, joint publications and additional newsletters and flyers.

3. District Dissolution.

- a. The City shall make no withdrawals prior to March 31, 1985.
- b. The City and District expect that the entire District will be annexed to the City by March 31, 1985, at which time, pursuant to ORS 222.510, the District is dissolved and the City assumes all assets, liabilities, obligations and functions of the District.

4. Water System Information. The District shall provide the Portland Bureau of Water Works, in a timely manner, all pertinent information in its possession about the District that is necessary or appropriate to the transfer of administration, operation, and maintenance of the District in part or in its entirety. This information shall include, without limitation, information relating to the customer accounts, assets, liabilities, personnel, operating systems, operating procedures, sources and system mapping of the District.

5. Personnel.

- a. Timing of Transfer. Upon dissolution of the District, the City shall provide for the transfer of District employees as set out in this Section.

b. Job Classification.

(i) Upon dissolution of the District, each District employee shall be assigned without examination to a City Civil Service classification.

(ii) Upon dissolution of the District, each District employee shall be entitled to employment by the City in any vacancy in the City classification to which the employee has been assigned. If there is no vacancy in the City classification, then the employee shall be entitled to employment in the next lower City Civil Service position as to which there is a vacancy. If there is no vacancy in the City classification, the employee shall be placed on the laid-off list and shall have priority for appointment over other persons eligible for any positions for which the District employee is qualified as determined hereunder. The City shall not demote or lay off any regular City employee for the purpose of providing employment to a District employee.

(iii) The compensation of District employees transferred to City employment hereunder shall be defined by the then effective City compensation plan, taking into account the employees' seniority as established by subsection c hereof.

c. Seniority for Purposes of Demotion, Layoff or Job Bidding. The seniority of transferring District employees in their new positions with the City for the purposes of demotion or layoff shall be determined according to the District classification seniority in the City classification to which they are initially assigned by subsection b(1) hereof. For purposes of job bidding, seniority in the City classification will be measured on the same basis as the classification seniority of all other City employees.

d. Seniority for Purposes Other Than Demotion, Layoff or Job Bidding. For all seniority purposes other than demotion, layoff, or job bidding, transferred District employees shall retain all seniority accrued as District employees.

e. City Residency. District employees transferred to the City hereunder shall not be subject to Section 2-611 of the City Charter, regarding residence of employees.

f. Retirement-Disability Benefits. Within thirty (30) days after the effective date of transfer, each transferred District employee participating in the District retirement system shall elect, in writing, whether to continue under that system or, if qualified, to participate in the City retirement system.

g. Life, Health, and Welfare Insurance. The City shall provide qualified transferred District employees with life, health and welfare insurance coverage equal to that maintained for City employees, effective on the date of employment by the City.

h. Vacation, Holiday, and Compensatory Time, Overtime, and Sick Leave.

(i) At the time of dissolution, the District shall offer each employee the option of being paid by it in full for all or any part of vacation, holiday, and compensatory time accumulated by the employee up to the date of transfer. The transferring employee shall be entitled to carry over to City service that amount of vacation, holiday, and compensatory time not paid for, up to the maximum amount that a then current City employee of comparable job classification and seniority could accumulate.

(ii) At the time of dissolution, the District shall pay to each employee all accrued but unpaid overtime compensation up to the date of transfer.

(iii) Each District employee shall be entitled to carry over all sick leave accumulated up to the date of transfer, up to the maximum amount that a then current City employee of comparable job classification and seniority could accumulate.

i. Number of Positions Transferred. The number of District employees transferred to the City under this Agreement shall not exceed the number of full-time District employees specified in Section 5.b.(i) hereof.

j. All provisions herein shall be subject to their being in compliance with all laws and court decisions of the State of Oregon.

6. Modification, Termination. The parties may modify this Agreement by mutual written agreement. The Agreement shall continue in effect indefinitely unless terminated by either party. Any termination shall become effective sixty (60) days after written notification thereof is provided to the other party, and no termination shall occur prior to March 31, 1985.

7. Separability. If any section, subsection, clause or phrase of this agreement is determined by any court or arbitrator of competent jurisdiction, to be invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining agreement, which shall continue to be in effect.

IN WITNESS WHEREOF, the authorized representatives of the City and District, as parties hereto, acting pursuant to the authority granted to them have

HEREBY AGREED:

BY _____
Francis J. Ivancie, Mayor

BY _____
Jewel Lansing, Auditor

APPROVED AS TO FORM:

BY _____
Christopher P. Thomas
City Attorney

BY _____
Francis I. Smith
District Counsel

ROSE CITY WATER DISTRICT

BY _____
John A. Campbell, Chairman
Board of Directors