

City Of Portland
Block-By-Block Weatherization Program
2001-2002

INTERGOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the CITY OF PORTLAND, OREGON Office of Sustainable Development (City) and MULTNOMAH COUNTY DEPT. OF COMMUNITY AND FAMILY SERVICES, DIVISION OF COMMUNITY PROGRAMS AND PARTNERSHIPS (DCPP) (Contractor).

Multnomah County previously (11/01/01) executed a proposed Intergovernmental Agreement with the City of Portland for operation and funding of the 2001-2002 Block By Block energy conservation program, but with a different total compensation. The City has not executed that proposed Intergovernmental Agreement and has decided not to execute that Intergovernmental Agreement. Therefore, the previous Intergovernmental Agreement will not go into effect. This new agreement represents the final agreement between the parties for purposes of the 2001-2002 Block-by-Block program.

RECITALS:

The purpose of this Agreement is to assist the Office of Sustainable Development with implementation of the 2001-2002 Block-By-Block (BBB) Weatherization Program. The contractor will provide energy audits, blower door tests, weatherization, air leakage control, and inspection services for qualified homes. The contractor will maintain records of homes served and apply for and collect utility and state weatherization rebates resulting from the work performed, in accordance with this Agreement.

AGREEMENT:

1. **SCOPE OF CONTRACTOR SERVICES** The Contractor shall provide the services set out in Exhibits A - Scope of Work, B - Schedule For Contractor Services, and C - Budget. The Contractor shall adhere to the schedule set forth in Exhibit B - Schedule For Contractor Services.
2. **SCOPE OF CITY SERVICES** The City shall:
 - (1) Provide completed applications from eligible households.
 - (2) Make program policy decisions and provide overall program direction. Prioritize energy efficiency measures to be installed, jointly determine audit methodology and cost effective criteria, goals for numbers of completed jobs.

The City shall perform the above on the following schedule:

- (1) Provide completed applications year round and revolving around each Fix-it Fair.
 - (2) In sufficient numbers to meet the audit and installation schedule set out in Exhibit B - Schedule For Contractor Services.

3. **COMPENSATION**

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay Multnomah up to **\$125,000** as compensation for these services. The budget is set out in Exhibit C - Budget.

4. **BILLING AND PAYMENT PROCEDURE**

The Contractor's billing and City's payment procedures shall be as set out below:

Billings shall be accompanied by supporting documentation. The City shall pay the billed amount within thirty (30) days provided the project manager has certified the billing and documentation as complete and valid.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of July 1, 2001 and shall terminate as of June 30, 2002.

6. TERMINATION This agreement may be terminated by either party upon 30 days written notice.

7. CITY PROJECT MANAGER

- (a) The City Project Manager shall be Jill Kolek or such other person as shall be designated in writing by the director of the Office of Sustainable Development
- (b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

8. COMPLIANCE WITH LAWS Contractor and City shall comply with all federal, state and local laws and ordinances applicable to this agreement.

9. ACCESS TO RECORDS Each party shall have access to the books, documents and other records of the other party which are related to this agreement for the purpose of examination, copying and audit.

10. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, Contractor-Multnomah County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of Multnomah County, its officers, employees and agents in 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 Contractor-Multnomah County from and against all liability, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in performance of this agreement.

11. BREACH OF AGREEMENT

- (a) The City or the Contractor shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.
- (b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

12. OWNERSHIP OF DOCUMENTS

- (a) All work the Contractor performs under this Agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager. Any use the City makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the City's risk.

13. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall

specify in writing:

If to the City:	Office of Sustainable Development 721 NW 9 th Ave., Ste. 350 Portland, OR 97209
If to the Contractor:	Multnomah County Dept. of Community and Family Services Division of Community Programs and
Partnerships (DCPP)	421 SW 6th Avenue, Suite 200 Portland, Oregon 97204

14. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

15. PROGRESS REPORTS

The Contractor shall provide quarterly electronic progress reports to the Project Manager. Each progress report shall contain the following information:

For the reporting quarterly and year-to-date reports:

a) The clients name b) address c) number in family, d) number under 6 years old e) number over 6 years old f) number of handicapped people g) household income h) heating utility i) type of space heating j) a breakdown of the measures installed k) blower door reading, etc. l) estimated energy savings per audit. In addition to the statistical information requested above, also include general "lifestyle data" a) do they recycle b) do they perform any outside watering—if so what and how much c) their most commonly used mode of transportation d) laundry facility, etc. Information gathered by the auditor at the time of the extended audit including: a) how many compact fluorescent light bulbs were installed b) if the auditor was able to install a showerhead, record what the flow of the replaced showerhead c) age of refrigerator d) age of water heater e) temperature of hot water, was the auditor able to turn it down f) age of furnace, did the auditor replace the furnace filter, etc. Summary of the job's status descriptor such as: a) application received b) audited c) work order released (work is scheduled) d) work complete e) cancelled before audit-why f) cancelled before work scheduled-why g) BBB total job costs h) BBB rebate amount for each job.

The final report is to include all the above information requested for the quarterly report with the addition of it being in both a written and electronic format. Additional information needed for the final report is: 1) cost of work 2) rebate amount for each job and 3) a brief narrative discussing program problems, strengths, and recommendations for improvement.

16. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.

AGREED:

CONTRACTOR: Multnomah County, Oregon,
Department Of Community And Family Services,
Office For Community Action And Development.

By:
Dept. of Community and Family Services, Director

Date:

By:
Multnomah County Chair

Date:

Reviewed: Multnomah County Counsel

By:
County Counsel

Date:

CITY OF PORTLAND

By:
Portland City Commissioner

Date:

By:
City Auditor

Date:

Approved as to form:

By:
City Attorney

Date: